



COUNCIL ROCK SCHOOL DISTRICT
Administration & Business Office
30 North Chancellor Street
Newtown, PA 18940
215-944-1000

WASTE REMOVAL & RECYCLING SERVICES BID

BID NO. 23-19

April 6, 2023

Council Rock School District
30 North Chancellor Street
Newtown, PA 18940

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April 6, 2023

Prospective Bidders:

Attached herewith are instructions and proposal sheets covering the requirements for **Waste Removal and Recycling Services** that will be used within the Council Rock School District, Bucks County, Pennsylvania during the school year **2023-2026 (3 Year Contract)**: Please submit one (1) copy of your bid proposal clearly marked **Waste Removal and Recycling Services "Sealed Bid –Bid No. 23-19"** on or before **2:00PM on Wednesday, April 26, 2023** and submit it to:

Donna Heverly
Purchasing Secretary
Council Rock School District
30 North Chancellor Street
Newtown, PA 18940

Council Rock School District is an equal opportunity education institution and will not discriminate on the basis of race, color, ethnicity, national origin, religion, ancestry, age, sex, sexual orientation, marital status, familial status or non-job-related disability in its activities, programs, contracts or employment practices.

For information regarding civil rights or grievance procedures, contact Dr. Andrew Sanko at Council Rock Administration Offices, 30 North Chancellor Street, Newtown, PA 18940. For information regarding services, activities and facilities that are accessible to and usable by handicapped or disabled persons, contact Anthony Devlin, Director of Special Services.

Notwithstanding anything contained herein expressly or implicitly to the contrary, the Council Rock School District reserves the right to reject any or all bid proposals submitted in response hereto. By submitting a bid proposal hereunder, a bidder acknowledges that this invitation for bid proposals does not constitute an offer to contract and, further, that no agreement between the Council Rock School District and any bidder shall be formed until and unless such agreement is reduced to a writing dated subsequent to the submission deadline for bids and in a form substantially similar to the Independent Contractor Agreement set forth below and signed by the President of the Board of the Council Rock School District.

Respectfully,
Council Rock School District
Jessica Binda
Supervisor of Facilities/Physical Plant

Instructions to Bidders

1. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidders' risk. When applicable, Bidders are expected to inspect the site and become familiar with the specifications, all measurements, and other documents that would form part of the contract and requirements as necessary to satisfy themselves in regard to the character and amount of work required. Bids must be signed by an authorized officer or agent of the Bidding Company together with proof of corporate authority and corporate seal affixed to the last page of the bid.
2. There will be no pre-bid meeting for this bid.
3. Bid will be inclusive of all District trash and recycling. The contract will be awarded to one contractor.
4. Bidder shall furnish the information required by the Bid Form. The person signing the bid must initial erasures or other changes.
5. Unit Prices for each unit bid shall be shown and such price shall include all packing and shipping costs.
6. The Unit Price quoted shall be the net price for each item. If the bidder submits a discount for the award total contract or any part thereof, such discount will not be considered in making the Award of the Contract.
7. Quantities as listed on the specifications are the totals for all buildings of the Council Rock School District. However, when Award of the Contract is made in the form of Purchase Orders for supplies for each of the buildings of the school district and to be delivered to each of such buildings free of all charges for transportation.
8. The Contract to furnish the supplies will be awarded to the responsible bidder whose bid, conforming to these instructions, will be most advantageous to Council Rock School District, price and other factors considered.
9. When Contract and Purchase Orders are issued to the successful bidder, the Council Rock School District reserves the right to make an award on any item less than the quantity or more than the quantity bid upon at the unit price offered.
10. General Insurance Requirements:

All insurers and sureties underwriting Contractor's or any subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A" (financial strength rating) and "VII" (financial size category) in the latest edition of Best's Insurance Reports, unless otherwise approved by the DISTRICT. (Such insurers and sureties shall also meet such additional requirements and qualifications as may be set forth in the Supplementary Conditions.)

The Contractor shall not start work under this Contract until Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the DISTRICT; nor shall Contractor allow any subcontractors to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of Contractor and subcontractors by the DISTRICT will be granted only after submission to the DISTRICT of original, signed certificates of insurance or, alternately, at the DISTRICT's request, certified copies of the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

Contractor shall require all subcontractors to maintain, during the term of this agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the DISTRICT immediately upon request.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until sixty (60) days prior written notice has been given to the DISTRICT.

Each insurance policy required by this Contract, except for the workers' compensation policy, shall contain the following clause:

"The DISTRICT, its board members, employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities covered by this policy."

Any insurance maintained by the DISTRICT shall apply in excess of the insurance required by this Contract.

No acceptance and/or approval of any insurance by the DISTRICT shall be construed as relieving or excusing Contractor, or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

CONTRACTOR'S INSURANCE

Contractor shall secure and maintain, at its own expense, the following insurance:

Commercial general liability insurance which insures against claims for bodily injury and property damage arising out of or in connection with any operations or work under the Contract Documents whether such operations be by Contractor, its employees or subcontractors or their employees. The policy shall provide minimum limits of coverage as follows:

\$1,000,000 combined single limit - each occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

Any aggregate limit shall apply per project and per location.

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This insurance shall name the DISTRICT, its board members, employees, agents, officials and volunteers as additional insureds in accordance with Article 6A above. The commercial general liability policy shall afford coverage for explosion, collapse and underground hazards, contractual

liability and liability arising from independent contractors. Products and completed operations insurance shall be maintained for two years after completion of the Project.

Business auto liability insurance that insures against bodily injury and property damage claims arising out of the maintenance, use or operation of any "auto". The minimum limit shall be a combined single limit of \$1,000,000 per accident. This policy shall include the Motor Carrier Act endorsement if applicable.

Workers' compensation insurance and employers' liability insurance which satisfies Contractor's legal obligation to its employees in the states in which they operate on the District's behalf. In any event, employers' liability insurance shall be secured by Contractor with minimum limits of \$100,000 per employee for bodily injury by accident, \$100,000 per employee for bodily injury by disease and a \$500,000 aggregate policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the DISTRICT

11. The Contractor and any of its subcontractors and any transporters pursuant to these specifications do hereby agree that, upon contract award, they will indemnify, defend and hold harmless the District Board of School Directors, its officers and employees from all costs, expenses, losses, damages and judgments of every kind, including attorney's fees and specifically including, without limitation, environmental cleanup cost arising out of or relating to the breach of: (1) the covenants, warranties or representations made in these specifications and contract by Contractor to the District: or (2) of any of the laws or legal requirements relating to the transportation or recyclables or (3) out of any contract or contracts, written or verbal, entered into between the District and the successful Contractor. The indemnity shall survive the termination of the contract by either party.
12. The Contractor shall accept, insofar as the work covered by this contract is concerned, the provisions of the Worker's Compensation Act No. 44 of 1993, and any supplements or amendments thereof, including any which may hereafter be passed, and shall insure the Contractors full liability thereunder for all parts of this contract being performed by the Contractor, the Contractor's partners, associates, employees or those of any the Contractor may employ herein, or file with the district, a certificate of exemption from the Bureau of Workers Compensation of the Department of Labor and Industry.
13. Brand names as used in the specifications, or catalog numbers from a designated supplier, are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of the item unless otherwise specified. When an item is bid that is not exactly as specified, the brand name and catalog number shall be given and the description of the item must appear in the vendors catalog under the brand name and catalog specified. A copy of the vendor's catalog must be included with the bid. It is the responsibility of the vendor to demonstrate the compliance of the said item.

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14. Where samples for specific items are required with the bid, these items are stipulated on the pages of the detailed specifications. If further sampling is deemed necessary, the bidder will be required to furnish the sample upon request. All samples must be plainly marked with the name of the bidder and the item number the sample represents. The bidder must prepay all charges for transportation for such samples, including drayage.
15. The Non-Collusion Affidavit as attached must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
16. Bids and modifications or withdrawals thereof received after the time set for the bid opening of same will not be considered.
17. A successful bidding contractor will carry out all work in strict accordance with specifications as approved and accepted by the Council Rock School District and any work not conforming will be reinstated or replaced at the contractor's expense.
18. All bids must conform to the specifications as listed; however, the Board reserves the right to waive any and all failures to meet specifications.
19. The privilege is reserved to the School District to reject any materials furnished, which are not in strict compliance with the requirements of the specifications.
20. The vendor shall bring to the attention of the district any discrepancies or omissions noted on the specifications and all pertinent documents.
21. The Contractor is responsible for providing the custodial services required to dust, clean, wax and buff the work area and return it to its original condition of cleanliness.
22. All debris shall be removed from the premises immediately following completion of the work and disposed of in accordance with all Local, State, and Federal regulations.
23. Every precaution shall be made to protect the building and grounds during the course of the work. If damage is caused by the Contractor, the Contractor and his insurance must remedy the damage at no cost to the Council Rock School District.
24. The School District will accept deliveries of supplies during the weekdays, Monday through Friday, between the hours of 8:00AM and 3:00PM. NO DELIVERIES SHALL BE MADE ON SATURDAYS OR SUNDAYS.
25. The School District reserves the right to change, increase, or reduce the work as necessary and in such event shall notify the contractor in writing, provided suitable adjustment is made in the original contract price.
26. Pursuant to 62 Pa.C.S.A. §3701, the Contractor agrees as follows:
 - a. In the hiring of employees for the performance of Work under the Contract or any subcontract, no Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall by reason of gender, race, creed or color discriminate

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against any citizen of this Commonwealth who is qualified and available to perform the Work to which the employment relates.

- b. No Contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.
 - c. The Contract may be canceled or terminated by the District, and all money due or to become due under the Contract may be forfeited for a violation of the terms or conditions of that portion of the Contract.
27. HUMAN RELATIONS ACT - The Contractor acknowledges application of the Pennsylvania Human Relations Act, 43 P.S. 951, et seq., prohibiting discrimination based on race, color, ethnicity, national origin, religion, ancestry, age, sex, sexual orientation, marital status, familial status or non-job-related disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall comply with the provisions of the Act, as amended, which is hereby made a part of these specifications.
28. STANDARD OF QUALITY - The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or an approved equal", they shall be subject to equals only as approved by the architect and/or engineers.
29. The Board of School Directors of the Council Rock School District reserves the right to make award by items, classes, groups of items or as a whole, to reject any or all bids and to waive technicalities or formalities in their execution and filling if deemed advantageous for the Council Rock School District. The School Board also reserves the right to reject any or all material furnished which, in their opinion, is not in strict compliance and conformity with the requirements of the specifications. The bidder, at his own expense must remove and replace any article so rejected by the Board.
30. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of this Contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.
31. Contractor will operate within the policies of the District and the goals, policies and procedures now or at some date established or approved by the District's administration with regard to the safety of pupils, the security of the District's grounds and buildings and the District's operations generally. Contractor shall maintain a current Child Abuse History Clearance as provided by the Pennsylvania Department of Public Welfare (Act 111), provide a satisfactory criminal history background check (Act 34 PA), and FBI fingerprinting clearance (Act 114) to the District for each individual engaged by Contractor to provide services who will come in direct contact with children in providing such services, including Contractor.

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32. All workmen employed by the Contractor shall be competent and first class workmen, duly skilled in their respective branches of labor.
33. Each bidder must provide a bid bond, bank treasurers or certified check in favor of the CRSD in the amount of ten percent (10%) of the total first years contract amount at the time of bid. Upon execution of the contract documents, the check will be returned to the successful bidder. The bid bonds or checks, as the case may be, will be returned to the unsuccessful bidders after the contract is executed.
34. Each bidder shall submit three (3) clients for whom similar services have been provided during the past five (5) years. Submit information on the sheet provided at the time of the bid.
35. Each bidder must submit the following:
 - a. Summary Bid Proposal Form
 - b. Bid Sheets
 - c. Bid Security
 - d. Non-Collusion Affidavit
 - e. Reference Sheet
 - f. Letter from proposed recycling facility that the materials generated by the District will be accepted.

The District reserves the right to accept or reject any or all bids or any portion thereof and to waive any informality permitted by law.

36. It is in the interest of each prospective bidder to examine individual sites and the current type and location of containers. The Contractor will be held responsible for compliance with the specifications as relating to conditions at the time of the bid.
37. If this Bid or any portion thereof is accepted within one hundred twenty (120) calendar days from the date of opening, the successful bidder agrees to furnish all of the items upon which the prices are quoted, at the set price opposite each item, delivered to the building which will be designated on the Award of bid and Purchase Orders, with the time specified.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 62 Pa.C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. The member, officer or employee of the bidder who makes the final decision on prices must execute this Non-Collusion Affidavit and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids is unlawful and may be subject to criminal prosecution. The person who signed the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with the term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____ :
County of _____ : S.S.

I state that I am _____ (Title) of _____
(Name of my Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by Council Rock School District in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Council Rock School District of the true facts relating to the submission for this contract.

(Names and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY

of _____, 20 _____.

Notary Public
My Commission Expires _____

SCOPE OF WORK

1.0 Purpose

The purpose of this bid proposal is to collect and legally dispose of the Districts waste and recycling (glass, plastic and aluminum materials).

1.1 Scope

The scope of this specification includes but is not limited to the following facilities:

- 1.1.1 CRHS North – 62 Swamp Road, Newtown, PA 18940
- 1.1.2 CRHS South – 2002 Rock Way, Holland, PA 18966
- 1.1.3 Holland MS – 400 East Holland Road, Holland, PA 18966
- 1.1.4 Newtown MS – 116 Richboro Road, Newtown, PA 18940
- 1.1.5 Former Richboro MS – 98 Upper Holland Road, Richboro, PA 18954
- 1.1.6 Churchville ES – 100 New Road, Churchville, PA 18966
- 1.1.7 Goodnoe ES – 298 Frost Lane, Newtown, PA 18940
- 1.1.8 Hillcrest ES – 420 East Holland Road, Holland, PA 18966
- 1.1.9 Holland ES – Beverly Road and Crescent Drive, Holland PA 18966
- 1.1.10 Newtown ES – 1 Wrights Road, Newtown, PA 18940
- 1.1.11 Richboro ES – 125 Upper Holland Road, Newtown, PA 18940
- 1.1.12 Rolling Hills ES – 340 Middle Holland Road, Holland, PA 18966
- 1.1.13 Sol Feinstone ES – 1090 Eagle Road – Newtown, PA 18940
- 1.1.14 Maureen M. Welch ES – 750 New road, Churchville, PA 18966
- 1.1.15 Wrightstown ES – 729 Penns Park Road, Wrightstown, PA 18940
- 1.1.16 CRSD Maintenance Offices – 301 Twining Ford Road, Richboro, PA 18954
- 1.1.17 Chancellor Center – 30 North Chancellor Street, Newtown, PA 18940
- 1.1.18 STAR – 30 Upper Holland Road, Richboro, PA 18954
- 1.1.19 Newtown Bus Garage – 470 South State Street, Newtown, PA 18940

Council Rock School District Schools and Facilities are located in five different municipalities: Northampton Township, Newtown Township, Newtown Borough, Wrightstown Township and Upper Makefield Township.

The Contractor shall provide all necessary labor, materials, containers and equipment for the collection, removal and proper disposal of all trash and recyclable materials within the District. All services shall be in such a manner as to be in compliance with all applicable state, county, and municipal requirements and regulations. Schedule and frequency of collections is shown on the attached spreadsheet. Special collections are to be scheduled for days when the regularly scheduled collection falls on holidays, or when the collection is delayed due to weather or equipment failure.

2.0 Contract

A Purchase Order will be provided subsequent to Board of Directors approval.

2.1 Contract Period

The contract period for this supply is firm and fixed. Starting date for the period is July 1, 2023 and will expire on June 30, 2026.

2.2 Payment

The contractor shall conform to the following to ensure prompt payment:

The contractor shall submit written invoices to the Property Services Manager,
Council Rock School District
Attention: Tom Crow
301 Twining Ford Road
Richboro, PA 18954

by the 25th of each month showing services to the end of the month. Extra pick-ups or other services will be shown on separate line items.

3.0 Collection Times

The Contractor shall schedule collections and removal to avoid conflict with District activities. Removal times shall be consistent with local municipality requirements and in no case shall be before 6:00AM, except as noted herein. At the following schools, removal times may be prior to 6:00AM: Newtown Middle School and Newtown Elementary School. At the following schools, removal times must be prior to 7:00AM: CRHS North and CRHS South.

4.0 Compliance with Laws and Regulations

The Contractors services and actions shall comply with all applicable federal, state and municipal laws, regulations and other requirements.

5.0 Taxes

No charge will be allowed for federal, state or municipal sales or excise taxes for which the District is exempt by law. Exemption certificates, if required, will be furnished on forms provided by the Contractor.

6.0 Contractor Techniques

The Contractor shall be permitted to use techniques generally acceptable for the removal of recyclable materials.

7.0 Containers

The Contractor **shall supply all containers.** Containers may either be front end or rear loading containers. All containers shall be placed in designated removal areas for each location. All containers shall be inspected, scraped clean, repaired, repainted (as needed) and sanitized at periodic intervals, no less than once per year. All containers shall have operable covers with plastic lids in good working order. All doors and hardware shall be in good working order. Containers shall be constructed of high quality steel with one piece fronts, bottoms and backs for added strength to prevent leakage. Side section seams are to be continuously welded. All points of stress are to be welded with extra heavy bead.

The District reserves the right to relocate the removal area at no additional cost to the District. The District will notify the Contractor in writing two weeks prior to the effective date of relocation. The Contractor shall relocate the containers prior to the effective date. Should the District install "enclosures" (at the Districts cost), the Contractor will be required to properly open and re-secure the enclosure gates or doors during collections.

The Contractor shall remove at no additional charge, any additional refuse, in plastic bags, placed next to the containers at the time of collection. Debris in the removal area, caused by the collection or transfer shall be picked up and the area swept broom clean by the Contractor prior to the Contractor leaving the area.

8.0 Additional Pick-Ups

From time to time, the amount of recyclables generated may necessitate additional pick-ups by the Contractor. The District will call the Contractor to request additional pick-ups on a per school location basis. Additional pick-ups will be based on the Contractors unit prices.

9.0 Failure to Perform

The District reserves the right to deduct from the Contractors invoice, charges for each failure to pick recyclables as specified, as well as failure to keep the removal areas clean of debris. Deductions shall be based on the Contractors unit prices.

The failure of the Contractor to perform for three consecutive business days will result in the District considering that the Contractor has abandoned the contract. In the event this situation occurs, the contract will be terminated and any monies due to the Contractor will be applied towards the additional costs borne by the District to have waste removed from the schools.

All trucks (compactor or other) used to pick up trash, garbage, or recyclables shall be water tight to prevent spillage of liquid at the removal areas. Trucks used by the Contractor shall be in good condition; in the event of vehicle breakdown(s), the Contractor will be responsible to provide replacement vehicles to remove the waste.

The Contractor shall be responsible for any damage done to District property resulting from the services provided under this contract. All District property is designated as "non-smoking". All traffic signs, regulations and speed limits shall be strictly observed. Contractor personnel shall show extreme caution when students or staff is in the area. Contractor vehicles may not be left, unoccupied, without the prior removal of the ignition keys.

10.0 Materials to be Disposed in Landfill or Disposal Site

The Contractor shall agree to dispose of all recyclables generated by the District as defined by the Pennsylvania Solid Waste Management Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), as well as any and all other applicable laws, regulations, statute or ordinance governing the disposal of recycled materials generated.

It is understood that such recyclables generated by the District shall not be deemed hazardous, residual or demolition waste with the meaning of the Pennsylvania Solid Waste Management Act and its attendant regulations. Specifically, it is not intended that these specifications govern disposal of concrete, hazardous substances, chemicals, tires, or other items not permitted to be disposed in a municipal or solid waste landfill.

11.0 Landfill

The solid waste generated by the District shall be disposed of in accordance with all applicable land disposal and federal, state and local requirements. The Contractor and any transporter acting on behalf of the Contractor hereby represents and warrants that the landfill facility is properly licensed,

permitted and authorized to receive and dispose of the solid waste generated by the District. The Contractor and any designated transporter shall further represent and warrant that it has inquired and been informed that the landfill facilities are capable of receiving the type of waste generated by the District. In the event that the Contractor or any transporter working on behalf of the contractor receives notice or otherwise becomes aware of any alleged or suspected: (a) violation of any legal requirement of the landfill facility or its owner and operator ; (b) suspension or loss of authority at the facility to receive the waste; or (c) receipt of the facility of any waste that is not capable of disposing under law; or (d) a release at or from the facility into any medium in the environment of any constituent of the waste contained in the facility, then the Contractor and designated transporter shall immediately cease delivery of the District's solid waste at the landfill facility and notify the District of such facts orally and in writing within one working day of such occurrence. Following receipt of such notice, the District may, by written notice to Contractor, demand that the Contractor and designated transporters make arrangements for disposal of the waste at a different facility which meets the requirements set forth herein no later than five days after receipt of such notice. The Contractor shall advise the District in writing of the name and location of the new facility and shall make the representations and warranties set forth herein with respect to the new facility.

12.0 Recycling

The Contractor is required to be in full compliance with Pennsylvania Act No. 101 of 1998 and any other statutes, ordinances, regulations and orders of each governing body and local entity having jurisdiction therein over recycling.

All services shall be in such a manner as to be in compliance with all applicable state, county and municipal requirement and regulations. Schedules and frequency of collection is shown on the attached spreadsheet.

Recyclable materials will include flattened cardboard, glass, plastic and aluminum. All recyclable materials will be deposited on one container.

The Contractor shall supply to the District, at no additional cost, on a quarterly basis, the weight documentation of the recycled materials.

The Contractor shall supply to the District the following recyclable containers for use in the District facilities:

100 Recyclable containers (12 ½ gallon size minimum)

Containers will be dropped off at the Newtown Bus Garage facility, 470 South State Street, Newtown, PA 18940.

13.0 Roll-Off Containers

Periodically, the District may have need for roll-off containers. These roll-off containers will be filled with wastes or trash generated by the District. The Contractor will provide unit prices for the roll-off containers comprised of a haul cost and weight per ton cost. The District reserves the right to use either this contract for roll-off containers or others.

END OF SPECIFICATIONS

COUNCIL ROCK SCHOOL DISTRICT TRASH AND RECYCLING DATA SHEET

SOLID WASTE DISPOSAL AND RECYCLING

*Summer = Last week in June through the third week of August

CRSD Bid #23-19

School	Regular Trash		Required Trash Pick-up Schedule														Recycling		Recycling of Materials													
	Container size (CY)	School Year						*Summer						Container size (CY)	School Year						*Summer											
		M	T	W	T	F	S	M	T	W	T	F	S		M	T	W	T	F	S	M	T	W	T	F	S						
CRHS NORTH	2 @ 8	X	X	X	X	X							2 times per week	2@ 8YD	Twice per week	Once per week																
CRHS SOUTH	2 @ 8	X	X	X	X	X							2 times per week	2@ 8YD	Twice per week	Twice per week																
HOLLAND MS	8	X	X	X	X	X							2 times per week	8 YD	Twice per week	Once per week																
NEWTOWN MS	8	X	X	X	X	X							2 times per week	8 YD	Once per week	Once per week																
FORMER RICHBORO MS	8	X	X	X	X	X							2 times per week	6 YD	Once per week	Once per week																
CHURCHVILLE ES	8	X		X		X							2 times per week	6 YD	Once per week	Once per week																
GOODNOE ES	6	X		X	X	X							2 times per week	6 YD	Once per week	Once per week																
HILLCREST ES	6	X	X	X	X	X							2 times per week	6 YD	Once per week	Once per week																
HOLLAND ES	8	X		X		X							2 times per week	8 YD	Once per week	Once per week																
NEWTOWN ES	1 @ 4 1 @ 3	X	X	X	X	X							2 times per week	6 YD	Once per week	Once per week																
RICHBORO ES	6	X	X	X	X	X							2 times per week	6 YD	Once per week	Once per week																
ROLLING HILLS ES	6	X	X	X	X	X							2 times per week	6 YD	Once per week	Once per week																
SOL FEINSTONE ES	2 @ 4	X	X	X	X	X							2 times per week	6 YD	Once per week	Once per week																
WELCH ES	1 @ 8 1 @ 8	X		X		X							2 times per week	8 YD	Once per week	Once per week																
WRIGHTSTOWN ES	6	X	X	X	X	X							2 times per week	6 YD	Once per week	Once per week																
CRSD Maintenance (Richboro)	4			X				X					Once per week	2 YD	Once per week	Once per week																
Chancellor Center	8			X									Once per week	4 YD 1 - 96gal	Once per week	Once per week																
STAR (Richboro)	4			X									Once per week	2 YD	Once per week	Once per week																
Bus Garage (470 State Street-Newtown)	4			X									Once per week	2 YD	Once per week	Once per week																

Council Rock School District
 30 North Chancellor Street
 Newtown, PA 18940

Contractor: _____

**DISTRICT WIDE DISPOSAL AND RECYCLING
 Year 1 (July 1, 2023 - June 30, 2024)**

CRSD Bid # 23-19

	Total Yearly Cost	Unit Cost for Trash Pickup	Unit Cost for Recycling Pickup
CRHS NORTH	\$ _____	\$ _____	\$ _____
CRHS SOUTH	\$ _____	\$ _____	\$ _____
HOLLAND Middle School	\$ _____	\$ _____	\$ _____
NEWTOWN Middle School	\$ _____	\$ _____	\$ _____
RICHBORO Middle School	\$ _____	\$ _____	\$ _____
CHURCHVILLE ES	\$ _____	\$ _____	\$ _____
GOODNOE ES	\$ _____	\$ _____	\$ _____
HILLCREST ES	\$ _____	\$ _____	\$ _____
HOLLAND ES	\$ _____	\$ _____	\$ _____
NEWTOWN ES	\$ _____	\$ _____	\$ _____
RICHBORO ES	\$ _____	\$ _____	\$ _____
ROLLING HILLS ES	\$ _____	\$ _____	\$ _____
SOL FEINSTONE ES	\$ _____	\$ _____	\$ _____
WELCH ES	\$ _____	\$ _____	\$ _____
WRIGHTSTOWN ES	\$ _____	\$ _____	\$ _____
CRSD Maintenance (Richboro)	\$ _____	\$ _____	\$ _____
Chancellor Center (Newtown)	\$ _____	\$ _____	\$ _____
STAR (Richboro)	\$ _____	\$ _____	\$ _____
Sub-total for All Other Facilities	\$ _____	\$ _____	\$ _____
GRAND TOTAL	\$ _____		
		<u>Haul Cost</u>	<u>Weight Cost/Ton</u>
15 CY Roll-Off (Any location)		\$ _____	\$ _____
30 CY Roll-Off (Any location)		\$ _____	\$ _____

Council Rock School District
 30 North Chancellor Street
 Newtown, PA 18940

Contractor: _____

**DISTRICT WIDE DISPOSAL AND RECYCLING
 Year 2 (July 1, 2024 - June 30, 2025)**

CRSD Bid # 23-19

	Total Yearly Cost	Unit Cost for Trash Pickup	Unit Cost for Recycling Pickup
CRHS NORTH	\$ _____	\$ _____	\$ _____
CRHS SOUTH	\$ _____	\$ _____	\$ _____
HOLLAND Middle School	\$ _____	\$ _____	\$ _____
NEWTOWN Middle School	\$ _____	\$ _____	\$ _____
RICHBORO Middle School	\$ _____	\$ _____	\$ _____
CHURCHVILLE ES	\$ _____	\$ _____	\$ _____
GOODNOE ES	\$ _____	\$ _____	\$ _____
HILLCREST ES	\$ _____	\$ _____	\$ _____
HOLLAND ES	\$ _____	\$ _____	\$ _____
NEWTOWN ES	\$ _____	\$ _____	\$ _____
RICHBORO ES	\$ _____	\$ _____	\$ _____
ROLLING HILLS ES	\$ _____	\$ _____	\$ _____
SOL FEINSTONE ES	\$ _____	\$ _____	\$ _____
WELCH ES	\$ _____	\$ _____	\$ _____
WRIGHTSTOWN ES	\$ _____	\$ _____	\$ _____
CRSD Maintenance (Richboro)	\$ _____	\$ _____	\$ _____
Chancellor Center (Newtown)	\$ _____	\$ _____	\$ _____
STAR (Richboro)	\$ _____	\$ _____	\$ _____
Sub-total for All Other Facilities	\$ _____	\$ _____	\$ _____
GRAND TOTAL	\$ _____		
		<u>Haul Cost</u>	<u>Weight Cost/Ton</u>
15 CY Roll-Off (Any location)		\$ _____	\$ _____
30 CY Roll-Off (Any location)		\$ _____	\$ _____

Council Rock School District
 30 North Chancellor Street
 Newtown, PA 18940

Contractor: _____

**DISTRICT WIDE DISPOSAL AND RECYCLING
 Year 3 (July 1, 2025 - June 30, 2026)**

CRSD Bid # 23-19

	Total Yearly Cost	Unit Cost for Trash Pickup	Unit Cost for Recycling Pickup
CRHS NORTH	\$ _____	\$ _____	\$ _____
CRHS SOUTH	\$ _____	\$ _____	\$ _____
HOLLAND Middle School	\$ _____	\$ _____	\$ _____
NEWTOWN Middle School	\$ _____	\$ _____	\$ _____
RICHBORO Middle School	\$ _____	\$ _____	\$ _____
CHURCHVILLE ES	\$ _____	\$ _____	\$ _____
GOODNOE ES	\$ _____	\$ _____	\$ _____
HILLCREST ES	\$ _____	\$ _____	\$ _____
HOLLAND ES	\$ _____	\$ _____	\$ _____
NEWTOWN ES	\$ _____	\$ _____	\$ _____
RICHBORO ES	\$ _____	\$ _____	\$ _____
ROLLING HILLS ES	\$ _____	\$ _____	\$ _____
SOL FEINSTONE ES	\$ _____	\$ _____	\$ _____
WELCH ES	\$ _____	\$ _____	\$ _____
WRIGHTSTOWN ES	\$ _____	\$ _____	\$ _____
CRSD Maintenance (Richboro)	\$ _____	\$ _____	\$ _____
Chancellor Center (Newtown)	\$ _____	\$ _____	\$ _____
STAR (Richboro)	\$ _____	\$ _____	\$ _____
Sub-total for All Other Facilities	\$ _____	\$ _____	\$ _____
GRAND TOTAL	\$ _____		
		<u>Haul Cost</u>	<u>Weight Cost/Ton</u>
15 CY Roll-Off (Any location)		\$ _____	\$ _____
30 CY Roll-Off (Any location)		\$ _____	\$ _____

SUMMARY BID PROPSAL FORM

Trash Removal / Recycling Bid No. 23-19

The undersigned agrees to perform the work in accordance with the attached specifications and general conditions at the prices stated below.

Bid price shall be in accordance with Council Rock School District data sheet found in the specifications. Council Rock School District’s fiscal year is July 1, 2023 to June 30, 2024.

Bid price for each fiscal year:	Year 1	Year 2	Year 3
	2023/2024	2024/2025	2025/2026
Total for Trash Removal	\$ _____	\$ _____	\$ _____
Total for Recycling	\$ _____	\$ _____	\$ _____
 Unit Prices:			
15 cy Roll-Offs (any location) Haul Cost	\$ _____	\$ _____	\$ _____
Per Ton Cost	\$ _____	\$ _____	\$ _____
30 cy Roll-offs (any location) Haul Cost	\$ _____	\$ _____	\$ _____
Per Ton Cost	\$ _____	\$ _____	\$ _____

Indicate if there are any restrictions on materials which may be disposed of:

By: _____
Signature

Name of Firm

Address of Firm

AFFIX CORPORATE SEAL

City State Zip Code

Attest

Telephone Fax

Email

Reference for _____:

Business Related References:

1. _____
Name of Firm

Address

Person to Contact Telephone Number

Contract Details:

2. _____
Name of Firm

Address

Person to Contact Telephone Number

Contract Details:

3. _____
Name of Firm

Address

Person to Contact Telephone Number

Contract Details:

COUNCIL ROCK SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING SERVICES
S A M P L E A G R E E M E N T
Bid No. 23-19

THIS AGREEMENT made this Eighteenth (18th) day of May, 2023, by and between XXXX, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called the "CONTRACTOR"), and the COUNCIL ROCK SCHOOL DISTRICT, a second class school district located in the Commonwealth of Pennsylvania (hereinafter called the "DISTRICT").

WITNESSETH, that the CONTRACTOR and DISTRICT, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The CONTRACTOR shall furnish all supervision, personnel, labor, materials, tools, minimum equipment and services, including work zone traffic control, utility and transportation services, and perform and complete all work required for the stated Council Rock School District Bid – Waste Removal-Recycling Services Bid # 23-19, all in accordance with the listed Contract Documents dated April 6, 2023 as prepared by the District.

ARTICLE 2. THE CONTRACT PRICE

The DISTRICT will pay the CONTRACTOR per unit of work completed, as described in the specifications, with an estimated total sum of _____ dollars and ____ Cents (\$_____) for all work to be performed under this Contract, payable as stipulated in the Contract Documents for the item of work or the several respective items of work actually completed.

ARTICLE 3. CONTRACT

The Contract Documents shall consist of the following:

- | | | | |
|----|-------------------------|----|-----------------------------|
| A. | This Agreement. | E. | Drawings |
| B. | Addenda | F. | Contractor's Bid Submission |
| C. | Instructions to Bidders | | |
| D. | Scope of Work | | |

THIS AGREEMENT, together with the other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflict with any provision of any other component part, the provisions of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

ARTICLE 4. STIPULATION AGAINST LIENS

a. At the time of and immediately before the execution of the Contract and before any authority has been given by the said DISTRICT to the said CONTRACTOR to commence work on the said project or purchase materials for the same, in consideration of the making of the said Contract with the said CONTRACTOR, it is agreed that no mechanic's claims or other liens shall be filed against the project, building and/or lot of ground appurtenant thereto by any subcontractor of the CONTRACTOR, nor by any of the CONTRACTOR'S materialmen or suppliers for any materials, supplies or labor purchased or

furnished in connection with the CONTRACTOR's work of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.

b. A waiver of liens in a form satisfactory to the DISTRICT shall be filed in the Office of the Prothonotary of Bucks County at such time as may be necessary to preclude the filing of any liens by any subcontractor or material suppliers. In any event, the filing of the waiver of liens must occur no later than one (1) day prior to the start of operations for execution of the Contract work.

c. In exchange for each and every payment tendered to CONTRACTOR by the DISTRICT under the Contract, CONTRACTOR shall submit to the DISTRICT or its designee an unconditional partial lien waiver for the portion of the work for which each payment is being tendered (and in exchange for final payment, a complete and final lien waiver) and which acknowledges receipt of such payment, in a form acceptable to the DISTRICT or its designee.

ARTICLE 5. INDUCEMENT AND INTEREST

As an inducement to the execution of this Contract by the DISTRICT, the CONTRACTOR represents and agrees that the CONTRACTOR has not employed any persons to solicit or procure this Contract, and has not made, and will not make, any payments to anyone, nor any agreement for the payment of any commission percentage, brokerage, compensation fee, or other compensation to anyone in connection with the procurement of this Contract; and that the CONTRACTOR has not now and will not acquire any direct or indirect present or prospective interest, including but not limited to that of real estate agent, broker, or appraiser, in any of the portions or parcels in the Project Area covered; and has not employed and will not employ, in connection with the work or services to be performed hereunder, any persons having any such interest, direct or indirect, during the term of this Contract.

ARTICLE 6. INDEMNIFICATION

It is understood and agreed that the CONTRACTOR is a third party CONTRACTOR and is not a servant, agent or employee of the DISTRICT. To the extent permitted by law, Contractor covenants to save, defend, keep harmless and indemnify the DISTRICT, its elected and appointed officials, servants, agents and employees from and against any and all claims, loss, damage, injury, cost including court costs and attorney's fees, charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with Contractor's performance (or failure of performance) of the Contract terms or its obligations under the Contract.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance (or nonperformance) of the work covered under this Contract.

A. GENERAL INSURANCE REQUIREMENTS

All insurers and sureties underwriting Contractor's or any subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A" (financial strength rating) and "VII" (financial size category) in the latest edition of Best's Insurance Reports, unless otherwise approved by the DISTRICT. (Such insurers and sureties shall also meet such additional requirements and qualifications as may be set forth in the Supplementary Conditions.)

The Contractor shall not start work under this Contract until Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the DISTRICT; nor shall Contractor allow any subcontractors to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of Contractor and subcontractors by the DISTRICT will be granted only after submission to the DISTRICT of original, signed certificates of insurance or, alternately, at the DISTRICT's request, certified copies of the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

Contractor shall require all subcontractors to maintain, during the term of this agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the DISTRICT immediately upon request.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until sixty (60) days prior written notice has been given to the DISTRICT.

Each insurance policy required by this Contract, except for the workers' compensation policy, shall contain the following clause:

"The DISTRICT, its board members, employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities covered by this policy."

Any insurance maintained by the DISTRICT shall apply in excess of the insurance required by this Contract.

No acceptance and/or approval of any insurance by the DISTRICT shall be construed as relieving or excusing Contractor, or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

B. CONTRACTOR'S INSURANCE

Contractor shall secure and maintain, at its own expense, the following insurance:

Commercial general liability insurance which insures against claims for bodily injury and property damage arising out of or in connection with any operations or work under the Contract Documents whether such operations be by Contractor, its employees or subcontractors or their employees. The policy shall provide minimum limits of coverage as follows:

\$1,000,000 combined single limit - each occurrence
\$3,000,000 general aggregate
\$3,000,000 products/completed operations aggregate

Any aggregate limit shall apply per project and per location. The Contractor shall maintain an umbrella policy with a minimum limit of \$5,000,000.

This insurance shall name the DISTRICT, its board members, employees, agents, officials and volunteers as additional insureds in accordance with Article 6A above. The commercial general liability

policy shall afford coverage for explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors. Products and completed operations insurance shall be maintained for two years after completion of the Project.

Business auto liability insurance that insures against bodily injury and property damage claims arising out of the maintenance, use or operation of any "auto". The minimum limit shall be a combined single limit of \$1,000,000 per accident. This policy shall include the Motor Carrier Act endorsement if applicable.

Workers' compensation insurance and employers' liability insurance which satisfies Contractor's legal obligation to its employees in the states in which they operate on the District's behalf. In any event, employers' liability insurance shall be secured by Contractor with minimum limits of \$100,000 per employee for bodily injury by accident, \$100,000 per employee for bodily injury by disease and a \$500,000 aggregate policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the DISTRICT

Pollution Liability Insurance shall be provided in the amount of \$3,000,000 for each pollution incident. If coverage is written on a claim made basis, proof of continuous coverage shall be provided for a period of not less than five years after the services performed under this contract. The Council Rock School District shall be named as additional insured. Said policy to cover all items included in the scope of work for the proposed contract.

ARTICLE 7. INTERPRETATION

In the event a dispute arises regarding this Contract or the work to be performed by Contractor hereunder, the parties agree that the District's initial determination regarding a proper resolution of such dispute shall prevail subject to the right of the Contractor to perform any disputed work under protest, the notice of which shall be provided to the District by advance written notice.

ARTICLE 8. BACKGROUND CHECK

Contractor will operate within the policies of the District and the goals, policies and procedures now or at some date established or approved by the District's administration with regard to the safety of pupils, the security of the District's grounds and buildings and the District's operations generally. Contractor shall maintain a current Child Abuse History Clearance as provided by the Pennsylvania Department of Public Welfare (Act 111), provide a satisfactory criminal history background check (Act 34 PA), and FBI fingerprinting clearance (Act 114) to the District for each individual engaged by Contractor to provide services who will come in direct contact with children in providing such services, including Contractor.

ARTICLE 9. MISCELLANEOUS

The term of this Agreement shall be from July 1, 2023 through June 30, 2025. Notwithstanding anything herein to the contrary, OWNER may terminate this Agreement at any time for its convenience upon thirty (30) days written notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) copies on the day and year first above written.

Attest:

By: _____

Contractor:

By

(Title)

(Street)

(City)

DISTRICT (Owner)

Andy Block
Board President

Attest:

(Secretary)

CERTIFICATIONS

I, _____, certify that I am the _____ of the Corporation named as Contractor herein, that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

(Print or type the names underneath all signatures)