

**COUNCIL ROCK SCHOOL DISTRICT
GREASE TRAP & SEPTIC TANK PUMPING & DISPOSAL SERVICES
BID NO. 22-23**

MARCH 2022



BID PACKAGE:

- Advertisement
- Instruction to Bidders
- Vendor Information and W-9 Form
- Scope of Work
- Unit Price/Bid Forms
- Sample Agreement



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

March 2022

Prospective Bidders:

Attached herewith are instructions and proposal sheets covering the requirements for **Grease Trap & Septic Tank Pumping & Disposal Services** that will be used within the Council Rock School District, Bucks County, Pennsylvania during the school year **2022/2023 – 2024/2025 (3 Year Contract)**: Please return two (2)-completed copies of your bid proposal in a sealed envelope clearly marked **Grease Trap & Septic Tank Pumping & Disposal Services "Sealed Bid –Bid No. 22-23"** on or before **1:00 PM Thursday, April 14, 2022** 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. Susan Elliott 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 Charles Lambert, 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

Douglas Taylor

Doug Taylor, Assoc. AIA, AVS
Director of Operational Services

COUNCIL ROCK SCHOOL DISTRICT
30 North Chancellor Street
Newtown, PA 18940

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. No Pre-Bid Meeting is Planned for this Bid
3. Bidder shall furnish the information required by the Bid Form. The person signing the bid must initial erasures or other changes.
4. Unit Prices for each unit bid shall be shown and such price shall include all packing and shipping costs.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

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

10. 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.
11. 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.
12. 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.
13. Bids and modifications or withdrawals thereof received after the time set for the bid opening of same will not be considered.
14. 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.
15. All bids must conform to the specifications as listed; however, the Board reserves the right to waive any and all failures to meet specifications.
16. 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.
17. The vendor shall bring to the attention of the district any discrepancies or omissions noted on the specifications and all pertinent documents.
18. 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.
19. 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.
20. 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.
21. 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.
22. The School District reserves the right to change, increase, or reduces the work as necessary and in such event shall notify the contractor in writing, provided suitable adjustment is made in the original contract price.
23. Pursuant to 62 Pa.C.S.A. §3701, the Contractor agrees as follows:
 1. 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 against any

- citizen of this Commonwealth who is qualified and available to perform the Work to which the employment relates.
2. 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.
 3. 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.
24. 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.
25. 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.
22. 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.
23. 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.
24. 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.
25. All workmen employed by the Contractor shall be competent and first class workmen, duly skilled in their respective branches of labor.
26. Bidder shall submit a Bid Bond in the amount of ten (10) percent of the total bid or a certified, bank cashier's or treasurer's check in the amount of five (5) percent of the total bid.
27. 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.

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

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 _____:

: S.S.

County of _____:

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 _____

COUNCIL ROCK SCHOOL DISTRICT

VENDOR INFORMATION FORM

TAX ID#, EIN or Social Security Number:

Company Name:

Company Billing Address (Remit to):

Company Web Address:

Phone Number (sales, accounts receivable, or customer service):

Fax Number (sales, accounts receivable, or customer service):

E-mail address (sales, accounts receivable, or customer service):

Electronic Funds Transfer (EFT):

YES NO

Bank Information for EFT:

Routing Number for EFT:

Bank Account Number for EFT:

Bank Account Type for EFT:

Checking Account
 Savings Account

Signature:

Printed Name:

Title:

Council Rock School District
The Chancellor Center
30 North Chancellor Street
Newtown, PA 18940
215-944-1000

**Grease Trap and Septic Tank
Pumping & Disposal Services
Bid No. 22-23**

SCOPE OF WORK

1.0 Purpose

The purpose of this service is to clean, pump and properly dispose of waste from grease traps and to pump and properly dispose of septic effluent from the following locations.

Grease Trap Disposal:

CRHS North 62 Swamp Road Newtown, PA 18940	CRHS South 2002 Rock Way Holland, PA 18966	Sol Feinstone Elementary 1090 Eagle Road Newtown, PA 18940
Holland Middle School 400 East Holland Road Holland, PA 18966	Newtown Middle School 116 Richboro Road Newtown, PA 18940	Former Richboro MS 98 Upper Holland Road Richboro, PA 18954
Churchville Elementary 100 New Road Churchville, PA 18966	Goodnoe Elementary 298 Frost Lane Newtown, PA 18940	Hillcrest Elementary 420 East Holland Road Holland, PA 18966
Holland Elementary Beverly Rd & Crescent Dr Holland, PA 18966	Newtown Elementary 1 Wrights Road Newtown, PA 18940	Richboro Elementary 125 Upper Holland Road Richboro, PA 18954
Rolling Hills Elementary 340 Middle Holland Road Holland, PA 18966	Welch Elementary 750 New Road Churchville, PA 18966	Wrightstown Elementary 729 Penns Park Road Wrightstown, PA 18940

Septic Disposal:

Sol Feinstone Elementary 1090 Eagle Road Newtown PA 18940	Wrightstown Elementary 729 Penns Park Road Wrightstown, PA 18940
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2.0 Contract

A contract will be issued to the most qualified low bidder. The terms of the contract are identical to the Terms and Conditions of the contract indicated in the beginning of this bid.

2.1 Contract Period

The contract period for this work is firm and fixed. Starting date for this contract is **July 1, 2022** and expires **June 30, 2025**. **NOTE:** This Bid is for a three (3) year contract. The Council Rock School District reserves the right to cancel the contract at any time for its convenience upon thirty (30) days written notice to the contractor.

2.2 Contract Pricing

This contract is a unit priced contract with the estimated quantities establishing the apparent low bidder. The contractor will be issued a contract based on the total costs of the unit prices using the estimated quantities. If the actual quantities exceed the estimated quantities, the contractor will be issued additional purchase orders to cover the additional quantities. The Council Rock School District does not guarantee nor states that the estimated quantities are the actual quantities of work for this contract. The estimated quantities could increase or decrease depending on the need and conditions on site.

3.0 Contract Staffing

The contractor shall provide sufficient staffing to accomplish this work.

Council Rock School District reserves the right to request that a technician or technicians be replaced if it is determined that the technicians do not have sufficient technical skills, training, or experience to perform the required service.

4.0 Work and/or Equipment Provided by Council Rock School District

Council Rock School District will provide access to all grease traps, septic tanks, lagoons. It is the contractor's responsibility to open the traps or tanks. Council Rock School District will not provide any other labor, materials or equipment to the contractor for any work under this service contract, accept as noted above.

5.0 Disposal of Waste Material

All waste materials generated by the contractor performing work under this contract will be legally disposed of offsite by the contractor at the contractor's expense. The disposal of all residual or effluent must be disposed of in accordance with all Federal, State and Local requirements. It is the contractor's responsibility to provide Council Rock School District proof of regulated and proper disposal. The contractor must provide manifests to confirm all disposal sites. In addition, the contractor must provide documentation indicating that they are in fact a licensed and approved hauler by any and all Federal, State or Local authorities having

jurisdiction.

6.0 Submittals

The contractor shall submit the following:

- Contract
- Certificate of Insurance
- Provide a copy of applicable licenses allowing this waste to be hauled.
- Provide disposal manifests or bill of lading from the generator to the disposal facility indicating the place and method of disposal.
- All background checks as described in the Terms and Conditions, including:
 - PA State Police Background
 - Child Abuse Background
 - FBI Fingerprinting Background
 - I-9 form

7.0 Quality Assurance

The contractor shall:

- Perform the services outlined in Section 10.0 Details of Work.
- All services, methods, transportation, and disposal shall comply with all Federal, EPA, State, Local, and all environmental regulators having jurisdiction.
- Engage only certified, trained, skilled, and experienced mechanical staff properly trained to insure that all services provided under this contract are expeditiously and safely completed.
- The contractor shall maintain sufficient service trucks and trained personnel to insure complete performance of this contract during the specified periods.
- No subcontracting is permitted.

8.0 Field Measurements

The contractor is required to provide a receipt per location indicating the quantity, in gallons, that was removed from the site. No invoice will be paid unless a receipt is available to confirm the quantities.

9.0 Safety

Safety of students, staff and visitors is paramount in executing this contract. This contractor should never compete with school activities to continue/complete his work. If necessary, this contractor will return to occupied areas after normal working hours.

All work under this contract must follow **ALL** state and federal environmental rules and regulations. Special precautions must be taken when performing the services in the building.

10.0 Details of Work

Whether stated or not the essence of this contract is to provide cleaning, pumping and disposal services for the Districts grease traps and pumping and disposal services for the District's septic tanks and lagoon. Following are the tank sizes and location for each facility:

Building	Grease Trap Size	Unit	Location
CRHS North	115	Lbs. gross capacity	Inside
CRHS South	500	Gallon	Outside
Holland MS	40	Gallon	Inside
Newtown MS	(2) 1,500	Gallon	Outside
Richboro MS	1,000	Gallon	Outside
Churchville ES	40	Gallon	Inside
Goodnoe ES	580	Gallon	Outside
Hillcrest ES	2,000	Gallon	Outside
Holland ES	300	Gallon	Outside
Newtown ES	500	Gallon	Outside
**Richboro ES	500	Gallon	Outside
Rolling Hills ES	2,000	Gallon	Outside
Sol Feinstone ES	2,000	Gallon	Outside
Welch ES	2,000	Gallon	Outside
Wrightstown ES	2,000	Gallon	Outside
Building	Septic Tank Size	Unit	Location
Sol Feinstone ES	1000	Gallon	Outside
Wrightstown ES	Lagoon	-	Outside

***The Hillcrest ES Renovations** will be completed in August 2022, Sol Feinstone ES Kitchen Renovations in 2022.

****The Richboro ES Renovations** will start July 2023 through July 2024.

END OF SPECIFICATION

Council Rock School District
The Chancellor Center
30 North Chancellor Street
Newtown, PA 18940
215-944-1000

**Grease Trap and Septic Tank
Pumping & Disposal Services
Proposal Form
Bid No. 22-23**

Unit Price for the disposal of grease trap and septic waste as described in these specifications.

NAME OF FIRM: _____

2022/2023	Estimated Qty	Unit – Gallon	\$/Gallon	Total Estimated Cost
Grease Trap Waste	11,000	Gallon	\$	\$
Sol Feinstone Septic	5,000	Gallon	\$	\$
Wrightstown Septic	40,000	Gallon	\$	\$
Total Cost			Total Estimated Cost – Full Contract	\$

2023/2024	Estimated Qty	Unit – Gallon	\$/Gallon	Total Estimated Cost
Grease Trap Waste	11,000	Gallon	\$	\$
Sol Feinstone Septic	5,000	Gallon	\$	\$
Wrightstown Septic	40,000	Gallon	\$	\$
Total Cost			Total Estimated Cost – Full Contract	\$

2024/2025	Estimated Qty	Unit – Gallon	\$/Gallon	Total Estimated Cost
Grease Trap Waste	11,000	Gallon	\$	\$
Sol Feinstone Septic	5,000	Gallon	\$	\$
Wrightstown Septic	40,000	Gallon	\$	\$
Total Cost			Total Estimated Cost – Full Contract	\$

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The Chancellor Center
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215-944-1000

**Grease Trap and Septic Tank
Pumping & Disposal Services
Bid No. 22-23
Proposal Form (cont'd)**

Addendum #

Dated

By:

Signature

Printed

Name of Firm

Address of Firm

City

State

Zip code

Telephone

Fax

Email

AFFIX CORPORATE SEAL

_____ Attest

COUNCIL ROCK SCHOOL DISTRICT
GREASE TRAP & SEPTIC TANK PUMPING & DISPOSAL SERVICES
S A M P L E A G R E E M E N T
Bid No. 22-23

THIS AGREEMENT made this Fifth (5th) day of May 2022, by and between XXXX, a corporation organized and existing under the laws of the State of XXXX (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 – Grease Trap and Septic Tank Pumping and Disposal Services Bid No. 22-23, all in accordance with the listed Contract Documents dated March 2022 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 XXXX dollars and XX Cents (\$XXXX) 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. Instruction 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
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

Any aggregate limit shall apply per project and per location.

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

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, 2022 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)

Board President- Council Rock School District

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)