

**COUNCIL ROCK SCHOOL DISTRICT  
DESERT AIRE PREVENTATIVE MAINTENANCE SERVICE BID #21-25**

**APRIL 2021**



**BID PACKAGE:**

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



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

May 2021

Prospective Bidders:

Attached herewith are instructions and proposal sheets covering the requirements for **Desert Aire Preventative Maintenance Services** that will be used within the Council Rock School District, Bucks County, Pennsylvania during the school year **2021/22 – 2023/24 (3 Year Contract)**: Please return one (1) electronic copy (pdf format) of your bid proposal clearly marked "**Sealed Bid – Desert Aire Preventative Maintenance Service Bid #21-25**" on or before **1:30PM, Thursday, May 6, 2021** and electronically submit it to:

Submit to: [bids@crsd.org](mailto:bids@crsd.org)  
Copy to: **Christine DiEgidio**  
**Admin. Assistant to Doug Taylor**  
[cdiegidio@crsd.org](mailto:cdiegidio@crsd.org)

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. Robert Fraser 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. There is no pre-bid meeting scheduled
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. Bidder 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 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.
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.
26. 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.
27. 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.
28. 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.
29. All workmen employed by the Contractor shall be competent and first class workmen, duly skilled in their respective branches of labor.
30. 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.

31. 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  
30 North Chancellor Street  
Newtown, PA 18940**

**Desert Aire Preventative Maintenance Service  
Bid # 21-25**

**SCOPE OF WORK**

**1.0 Purpose**

The purpose of this project is to provide preventative maintenance on two (2) Desert Aire units at the following school:

**Council Rock High School North (Natatorium)**  
62 Swamp Road  
Newtown, PA 18940

**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. The District has the right to award the service contract as a whole or divided among numerous vendors.

**2.1 Contract Period**

The contract period for this work is Firm and Fixed. Starting date for this contract is **July 1, 2021** and all work must be completed on or before **June 30 2024**. **NOTE:** This bid is for a three (3) year contract. Owner may terminate this agreement for convenience upon thirty (30) days written notice to the Contractor.

**2.2 Contract Pricing**

This contract is a combination of Firm Fixed Pricing and Unit Pricing. The Firm Fixed pricing is intended to cover all required inspections and normal preventative maintenance recommended by the manufacturer of the equipment. In addition, the firm fixed price includes all labor for all repairs during normal hours. The Unit Pricing is intended to be used for any required repairs outside of the normal hours and cost for materials beyond those required for preventative maintenance.

**2.3 Contract Billing**

This contract shall be invoiced on a bi-yearly basis. The proposed yearly amount will be invoiced in July and December of each contract year.

### **3.0 Contract Staffing**

The contractor shall provide sufficient staffing, equipment, and supervision to accomplish this work.

- All technicians must be certified and trained by the manufacture to service the equipment in this contract.
- 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 not provide any labor, materials or equipment (including ladders and lifts) to the contractor for any work under this contract.

### **5.0 Disposal of Waste Material**

All waste materials generated by the contractor performing work under this contract will be disposed of off site by the contractor at the contractor's expense.

### **6.0 Quality Assurance**

The contractor shall:

- The Contractor shall be a Certified Service Technician (CST) with Desert Aire.
- 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 Service Contractor must provide a list of units currently being maintained of similar size (18 tons or larger and Desert Aire model SA). Along with the unit, location and contact information must be supplied with the bid.
- The Service Contractor must have a minimum of 5 years experience servicing the Desert Aire SA units and their controls.
- The contractor shall maintain sufficient service trucks and trained personnel to insure proper operation of the chiller systems and a maximum **Twenty four (24) hour** response for all emergency calls for service.
- No subcontracting is permitted.

### **7.0 Submittals**

The contractor shall submit the following:

- Show proof that the technician has been factory trained to service the specific equipment.
- Contract
- Certificate of Insurance
- MSDS sheets for any and all materials used in connection with this service contract.

## **8.0 Field Observations**

It is the contractor's responsibility to verify all measurements, equipment and quantities for this contract.

## **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 around asbestos containing materials (AHERA Regulations).

## **10.0 Details of Work**

Whether stated or not the essence of this contract is to provide preventative maintenance for the chillers at the above listed District buildings. This service contract consists of the following items of work:

- Report to the main office and request to meet with the building maintenance mechanic or building principal before any work is started. Report to the principal only if the maintenance operator is unavailable.
- Provide the building maintenance mechanic a schedule of anticipated preventive maintenance inspections and scheduled services.
- Provide preventive maintenance inspections of the units in accordance with the schedule provided for each piece of equipment. Minimum two (2) inspections per year.
- Immediately inform the appropriate District officials of **ALL** safety related issues.
- Immediately discuss with the appropriate District official information and suggestions for operating efficiency improvements.
- Prepare a service report that **MUST** be reviewed with and signed by the building maintenance operator. This report will show the results of any on site testing, interpretations of testing results and any corrective action taken by the service technician. A separate report must be submitted for each piece of equipment. A copy of these reports must be kept in a contractor supplied file at each District site. The technician may review the service report with the building principal only if the building maintenance operator is unavailable.
- Provide emergency service with a **Twenty Four (24) hour response time, maximum**. Emergency service will be billed separately at the hourly rates provided. Normal hours are between 7:00 am and 5:00 pm and are included in the fixed fee. After hours are from 5:01 pm and 6:59 am, weekends and holidays are considered Emergency hours and will be billed separately. Parts will be invoiced separately.
- Provide, as part of this service contract, all labor for corrective maintenance and service. Parts would be billed separately.

- Provide, as part of this service contract, all labor for all preventative maintenance, inspection, testing, adjusting and lubricating the equipment. All parts required for preventative maintenance shall be included in this contract amount.
  - Filters are not included as part of the preventative maintenance of the units. CRSD personnel will change filters.
- Parts and labor for necessary repairs and emergencies, beyond the normal inspection and preventative maintenance, shall be billed separately at the hourly rates and percentage mark-up provided.

**Table of Desert Aire Equipment**

<b>Tag</b>	<b>Model</b>	<b>CFM</b>	<b>Qty</b>	<b>Age</b>	<b>Under Installation Warrantee?</b>
Desert Aire – DHU-1	SA 2404MCH113268	8200	1	2004	No
Remote Condensing			1	2004	No
Desert Aire – DHU-2	SA 24	9200	1	2008	No
Remote Condensing			1	2008	No

END OF SPECIFICATIONS

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

**Desert Aire Preventative Maintenance Service  
Bid # 21-25**

**BID PROPOSAL**

**Firm Fixed Price** for routine preventative maintenance and inspection of the Mechanical Equipment as described in these specifications.

	<b>2021/2022 Yearly Fee</b>	<b>2022/2023 Yearly Fee</b>	<b>2023/2024 Yearly Fee</b>
DHU-1 & Remote Condensing	\$	\$	\$
	<b>2021/2022 Yearly Fee</b>	<b>2022/2023 Yearly Fee</b>	<b>2023/2024 Yearly Fee</b>
DHU-2 & Remote Condensing	\$	\$	\$
<b>Totals</b>	\$	\$	\$

**Unit Price** for labor for corrective maintenance services and emergency service as outlined in these specifications.

<b>Year</b>	<b>2021/2022</b>	<b>2022/2023</b>	<b>2023/2024</b>
Emergency Service After Hours (5:01pm – 6:59am)	\$	\$	\$

**Markup** for replacement parts for corrective maintenance services and emergency service as outlined in these specifications.

<b>Year</b>	<b>2021/2022</b>	<b>2022/2023</b>	<b>2023/2024</b>
% markup	%	%	%

**References:** The service contractor must provide references of all equipment of the similar size (Model SA) currently being maintained. Experience will be considered when making the determination.

Addenda No.

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

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

\_\_\_\_\_  
Telephone                      Fax

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Cell Phone

AFFIX CORPORATE SEAL

\_\_\_\_\_ Attest

**COUNCIL ROCK SCHOOL DISTRICT  
DESERT AIRE PREVENTATIVE MAINTENANCE  
SAMPLE AGREEMENT  
Bid No. 21-25**

THIS AGREEMENT made this Third (3rd) day of June, 2021, 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 – Desert Aire Preventative Maintenance Bid # 21-25, all in accordance with the listed Contract Documents dated April 2021 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 (\$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, 2021 through June 30, 2024. 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)

\_\_\_\_\_  
Ed Salamon  
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)