



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

ELECTRONIC WASTE SERVICES

BID NO. 24-37

MARCH 22, 2024

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

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COUNCIL ROCK SCHOOL DISTRICT
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March 22, 2023

Prospective Bidders:

Attached are instructions and proposal sheets covering the requirements for **Electronic Waste Services** that will be used within the Council Rock School District, Bucks County, Pennsylvania during the school years **2024/2025 – 2026/2027 (3 Year Contract)**: Please submit one (1) copy of your bid proposal clearly marked **Electronic Waste Services "Sealed Bid –Bid No. 24-37"** on or before **2:00 PM Tuesday, April 16, 2024** 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. No pre-bid meeting is planned.
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.

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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.

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.

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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:
 - 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 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.
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

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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.

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 _____

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:

Scope of Work

1.0 Purpose

As part of the District's Green Initiative, the Council Rock School District is seeking professional service proposals for the collection and recycling of the electronic waste throughout the entire school district as described in the Instructions to Bidders and Scope of Work. The facilities for electronic waste collection include, but may not be limited to the following:

CRHS North 62 Swamp Road Newtown, PA 18940	CRHS South 2002 Rock Way Holland, PA 18966	Newtown Middle School 116 Richboro Road Newtown, PA 18940
Former Richboro Middle School 98 Upper Holland Road Richboro, PA 18954	Holland Middle School 400 East Holland Road Holland, PA 18966	Holland Elementary School 597 Beverly Road Holland, PA 18966
Sol Feinstone Elementary 1090 Eagle Road Newtown, PA 18940	Hillcrest Elementary 420 East Holland Road Holland, PA 18966	Richboro Elementary 125 Upper Holland Road Richboro, PA 18954
Rolling Hills Elementary School 340 Middle Holland Road Holland, PA 18966	M.M. Welch Elementary School 750 New Road Churchville, PA 18966	Goodnoe Elementary School 298 Frost Lane Newtown, PA 18940
Newtown Elementary School 1 Wrights Road Newtown, PA 18940	Churchville Elementary School 100 New Road Churchville, PA 18966	Wrightstown Elementary 729 Penns Park Road Wrightstown, PA 18940
Chancellor Center 30 North Chancellor Street Newtown, PA 18940	CR Star Center 30 Upper Holland Road Richboro, PA 18954	Maintenance Facilities 301 Twining Ford Road Richboro, PA 18954
Newtown Bus Garage 470 South State Street Newtown, PA 18940	Wrightstown Bus Garage 895 Swamp Road Rushland, PA 18954	

2.0 Contract

A contract will be awarded to the most qualified collection and recycling company. The terms of the contract are identical to the terms and conditions of the contract outlined in this request for proposal.

2.1 Contract Period

The contract period for this service contract is three (3) years. Starting date for this contract is July 1, 2024, ending no later than June 30, 2027. This bid is for a three (3) year contract. The owner may terminate this agreement at any time for convenience upon thirty (30) days written notice to the contractor.

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Placement of Collection Bins:	July 15, 2024
Collection of Electric Waste:	As Needed (10 Days Advance Notice)
Community Collection/Earth Day:	April of Each Year (Date TBD)
Community Collection/American Recycle Day:	November of Each Year (Date TBD)

Other Community Collections Upon Mutual Agreement

The majority of this work can be accomplished during normal work hours (see below). If needed, it will be the contractor's responsibility to perform work on this project on weekends and after working hours identified in the bid documents to accomplish this work prior to the completion date. The contractor's quote shall reflect this. In no case will Council Rock School District pay overtime or a premium for work outside of normal working hours. Normal working hours are Monday – Friday, 3:30 pm – 10:00 pm and Saturday, 8:00 am – 4:00 pm. A minimum of 24 hours notice is required for Saturday work.

2.2 Schedule

The contractor must provide a written schedule for special projects in coordination with the district.

2.3 Contract Application for Payments

The contractor shall submit Application for Payments in accordance with the following requirements:

1. The application for payment must be submitted covering work completed.
2. 10% retainage will be withheld from each application for payment, until such time that the final payment is issued. Reductions in retainage are not possible.
3. A signed waiver of liens shall be submitted with each application for payment, covering the work completed. The waiver of liens shall cover all subcontractors and companies working under the control of the prime contractor.
4. Pencil copies or draft applications must be received no later than the 20th day of the month for approval. This would cover work completed in the previous 30 days.
5. The final notarized application for payments must be submitted no later than the 25th day of the month.
6. Payments will be submitted the 25th day of the month for payment no later than the 30th day of the following month.
7. No interim payments can be made.

3.0 Contract Staffing

The contractor shall provide sufficient staff to accomplish this work in the allotted time frame. Contractor's foreman or superintendent will be on CRSD property during all work performed under this contract.

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

Council Rock School District will not provide labor, materials, or equipment to the contractor for any work under his contract. The Council Rock School District will provide an owners representative to provide general oversight to the work. All project correspondence shall be directed to:

Jessica Binda
Supervisor of Facilities, Council Rock School District
30 North Chancellor Street
Newtown, PA 18940
Phone: 215-944-1000
Email: JBinda-Rischow@crsd.org

4.1 Work and/or Equipment Provide by the Contractor

The contractor shall provide all necessary labor, materials, supplies, equipment, and safety equipment to complete all phases of work in a safe manner with regard to the public.

5.0 Disposal of Waste Material

All waste materials generated by the contractor performing work under this contract will be legally disposed of off site by the contractors at the contractor's expense. Disposal of all materials must be in compliance with local, state, and federal guidelines, regulation, and requirements. Reference Article 10.0 for additional information. No materials are permitted to be disposed of in Council Rock School District dumpsters.

6.0 Submittals

The Contractor shall submit the following upon the execution of a contract:

1. Contract
2. Certificate of Insurance
3. Schedule
4. Proof of R-2 Certification
5. Copy of PA Beneficial Use Permit WMR081
6. Third Party Manifest Documents for all Electronics Collected
7. Documentation which demonstrates the pounds saved from landfill or other pertinent information to convey the benefits of the services with staff, board, and community (Green Info).
8. All background checks as described in the Terms and Conditions, including:
 - a. FBI Federal Criminal History Record Check – PA Act 114
 - b. PA State Criminal Record Check – PA Act 34
 - c. Child Abuse History Certification – PA Act 151
 - d. Arrest/Conviction Form – PA Act 24
 - e. Sexual Misconduct/Abuse Disclosure Release – PA Act 168
 - f. I-9 Form

7.0 Quality Assurance

The contractor shall:

1. Engage an experienced staff properly trained and with sufficient experience to ensure that all services provided under this contract are expeditiously and safely completed.
2. The contractor must adhere to all industrial standards and practices as it pertains to their respective activities.
3. The contractor must provide a list of references of work completed in the past five (5) years. The references must include the facility's name, a contact name, and phone number for the contact.
4. All work is to be closely coordinated with CRSD and no work shall begin until authorized by CRSD.

5. The contractor agrees that the Council Rock School District shall have the sole authority to determine that the work is properly done and may direct the contractor to redo any work, at the contractor's expense, that is not to their satisfaction. The Council Rock School District may withhold partial or all payment until the work is completed to the satisfaction of the District.
6. Covered devices collected through any program in the Commonwealth of PA, whether by a manufacturer, retailer, for profit or not –for-profit corporation or unit of government, shall be recycled in a manner that is in compliance with all applicable federal, state and local laws, regulations and ordinances and may not be exported for disposal in a manner that poses a significant risk to the public health or the environment.
7. All entities shall, at a minimum, demonstrate to the satisfaction of the CRSD, compliance with the Environmental Protection Agencies: Guidelines for Materials Management of the Partnership referred to as Plug-In to e-Cycling or Responsible Recycling (R-2) Practices for use in Accredited Certification Programs as issued or any subsequent revisions or new editions and make this available on the internet website described in subsection (c) in addition to any other requirements mandated by Federal or State law, THE FACILITY TO BE USED TO RECYCLE COVERED DEVICES HAS ACHIEVED AND MAINTAINED THIRD-PARTY ACCREDITED CERTIFICATION THE RESPONSIBLE RECYCLING (R-2) PRACTICE STANDARD.

8.0 Field Measurements

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

9.0 Safety

Safety of students, staff, public, 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 transporting the waste materials through the building. The contractor is responsible for ensuring that areas are secured to prevent personnel from entering the work area.

10.0 Details of Work

Whether stated or not the essence of this contract is to provide a systematic electronic waste collection and disposal process as outlined in the specifications and scope of work. This project consists of the following items of work:

1. Schedule all work with the Owner prior to commencing any activities on site.
2. Report to the building maintenance operator or building representative before any work is started.
3. The contractor must make the Owner aware of any conditions that require repair prior to the repair being made.
4. Presentable collection bins (approximately 48"x48"x36" high) will be provide at each facility upon the request of the District as listed in the Instruction to Bidders. Bin location(s) at each facility must be approved by the CRSD. The bins shall be removed from any facility within a ten (10) business day request of the CRSD.
5. The contractor must be in the possession of a valid R-2 Certification. The contractor must provide updated copies of the certification to the CRSD.
6. The contractor must possess PA Beneficial Use Permit WMR081. The contractor must provide updated copies of the certification to the CRSD.

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7. The contractor must destroy all data prior to recycling any items collected. A Third-Party Manifest is required to be submitted to the CRSD for any items collected.
8. The contractor shall provide additional collection bins for, and participate in, two (2) annual district wide collections that will be open to the public.
9. Items considered for collection shall include, but not necessarily be limited to the following:
 - a. Copy Machines
 - b. Computers
 - c. Televisions (clarify cost for CRT's on proposal page)
 - d. Video Cassette Recorders
 - e. Other Electronic Devices
 - f. Miscellaneous Recycling Items of interest to Contractor (ie: metal furniture)

End of Specifications

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Collection and Disposal of Electronic Waste
Bid #24-37

Bid Proposal Form

Firm and Fixed Price – Provide a lump sum price to perform all work associated with the project.
July 1, 2024 – June 30, 2025

(\$ _____)
(Figures)

Firm and Fixed Price – Provide a lump sum price to perform all work associated with the project.
July 1, 2025 – June 30, 2026

(\$ _____)
(Figures)

Firm and Fixed Price – Provide a lump sum price to perform all work associated with the project.
July 1, 2026 – June 30, 2027

(\$ _____)
(Figures)

UNIT PRICING 2024-2025	
Cost per pound for Cathode Ray Tube (CRSD disposal)	\$
Cost per TV for Community Collection Event (Billed directly to Community at Collection Event)	\$
Other-Describe:	\$
Other-Describe:	\$
UNIT PRICING 2025-2026	
Cost per pound for Cathode Ray Tube (CRSD disposal)	\$
Cost per TV for Community Collection Event (Billed directly to Community at Collection Event)	\$
Other-Describe:	\$
Other-Describe:	\$
UNIT PRICING 2026-2027	
Cost per pound for Cathode Ray Tube (CRSD disposal)	\$
Cost per TV for Community Collection Event (Billed directly to Community at Collection Event)	\$
Other-Describe:	\$
Other-Describe:	\$

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Addendum #

Dated:

By:

Signature

Name of Firm

Address of Firm

City State Zip code

Telephone Fax

Email Address

Cell Phone Number

AFFIX CORPORATE SEAL

_____ Attest

COUNCIL ROCK SCHOOL DISTRICT
BIOLOGICAL WASTE SERVICES
S A M P L E A G R E E M E N T
Bid No. 24-37

THIS AGREEMENT made this sixteenth (16th) day of May, 2024, 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 – Electronic Waste Services Bid No. 24-37, all in accordance with the listed Contract Documents dated March 22, 2024 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 XXX 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, 2024 through June 30, 2027. 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: _____

DISTRICT (Owner)

Contractor:

By

(Title)

(Street)

(City)

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)

CONTRACTORS QUALIFICATIONS STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete as to not be misleading.

SUBMIT TO: Jessica Binda, Supervisor of Facilities/Physical Plant

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

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

NAME OF PROJECT: Collection and Disposal of Electronic Waste

TYPE OF WORK:

ORGANIZATION:

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?

EXPERIENCE:

- 1.1 List the categories of work that your organization normally performs with its own forces.
- 2.2 Claims and Suits:
 - 2.2.1 Has your organization ever failed to complete any work awarded to it?
 - 2.2.2 Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - 2.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

2.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details)

2.4 List 5 projects of similar size and scope that your organization has successfully completed within the last five years. Include the client contact name and current phone number for each.

1. _____
2. _____
3. _____
4. _____
5. _____

FINANCING:

3.1 Organization to provide financial Statements upon request.

SIGNATURE:

Dated as of this ____ day of _____, 20____

Name of Organization: _____

By: _____

Title: _____

Phone Number: _____ Cell Phone Number: _____

Email Address: _____

Being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____, 20____

Notary Public:

My Commission Expires: