



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

**Boiler Maintenance Services**

**BID NO. 24-22**

**February 6, 2024**

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

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

February 6, 2024

Prospective Bidders:

Attached are instructions and proposal sheets covering the requirements for **Boiler Maintenance Services** that will be used within the Council Rock School District, Bucks County, Pennsylvania during the school year **2024-2025 – 2028-2029 (5 Year Contract)**: Please submit one (1) copy of your bid proposal clearly marked **Boiler Maintenance Services "Sealed Bid –Bid No. 24-22"** on or before **1:00 PM Thursday, February 29, 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:

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.). See Instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code.	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## Scope of Work

### 1.0 Purpose

The purpose of this project is to provide boiler and burner maintenance services at the following schools:

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	

### 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. Note: The Owner has the right to increase or decrease the scope of work at their discretion. The project will be awarded based on the final scope to be determined by Owner after receipt and analysis of bids.

#### 2.1 Contract Period

The contract period for this work is firm and fixed. Starting date for this contract is as detailed on the proposal form. Reference attached schedule for project locations, durations, and schedules.

#### 2.2 Payment

The billing terms for this service contract will be quarterly. Invoices shall be submitted in July, October, January, and May of each year.

### 3.0 Contract Staffing

The contractor shall provide sufficient staffing to accomplish this work. A qualified representative of the company shall be present during all visits and while work is being performed. The Council Rock School District has the right to request the credentials.

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 labor, materials, or equipment (including ladders and lifts) to the contractor for any work under his 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 contractors at the contractor's expense. Disposal of all materials must be in compliance with all Local, State, and Federal guidelines, regulations, and requirements.

No materials are permitted to be disposed of in Council Rock School District dumpsters.

#### 6.0 Quality Assurance

The contractor shall:

1. Engage an experienced mechanical staff properly trained to insure that all services provided under this contract are expeditiously and safely completed.
2. The contractor shall maintain sufficient service trucks and trained personnel to insure proper boiler/burner operation and a maximum **two (2) hour** response for all boiler/burner calls for service.

#### 7.0 Field Measurements and Observation

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

#### 8.0 Safety

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

#### 9.0 Submittals

The Contractor shall submit the following:

1. Contract
2. Certificate of Insurance
3. 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

10.0 Details of Work

Whether stated or not the essence of this contract is to provide and maintain a complete and safely operating boiler heating system at the above listed District buildings. This contract consists of the following items of work:

1. Report to the building maintenance operator or building principal before any work is started. Report to the principal only if the maintenance operator is unavailable.
2. Provide the building maintenance operator a schedule of anticipated monthly preventive maintenance inspections and scheduled services.
3. Provide monthly preventive maintenance inspections of the boilers and burners at all referenced buildings, October through April.
4. Provide annual combustion testing for each burner. Adjust the burners so they are operated at maximum reliability and efficiency. Provide the District with a written copy of this combustion test in September/October.
5. Dual fuel burners shall be tested with both fuel sources and adjusted for primary fuel source.
6. Immediately inform the appropriate District officials of ALL safety related issues.
7. Immediately discuss with the appropriate District officials information and suggestions for operating efficiency improvements.
8. Provide support for any required boiler certifications or state inspections.
9. Provide labor and materials for annual boiler cleaning. This work is to be completed during the months of June, July, and August of each year. Advance scheduling of this work is required. Gaskets are a part of this contract if needed.
10. 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 building system. 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.
11. Provide labor for all emergency services. Two (2) hour response time, minimum, is required. Normal hours are 7:00 AM to 5:00 PM and after hours are 5:01 PM to 6:59 AM. Parts will be invoiced outside of the contract.
12. Provide labor for all corrective maintenance services. Parts will be invoiced outside of the contract.
13. Scope excludes water side flush and associated inspections.

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

**Table of Boilers**

School	Make	Series	Type	Qty	Capacity	Age	Fuel Type
Churchville	HydroTherm		High Efficiency	2	1,853,900/543 BTU	2010	Gas
Goodnoe ES	HydroTherm	KN26	High Efficiency	3	2,600,000 BTU	2015	Gas
Hillcrest ES	Aerco	BMK 1000	High Efficiency	2	2,000,000 BTU	2022	Gas
Holland ES	Fulton	PHW 2000	High Efficiency	3	2,000,000 BTU	2013	Gas
Holland MS	AERCO	BMK 2000-GWBF9	High Efficiency	3	200,000/BTU/HR	2018	Gas
Newtown ES	H.B. Smith	88	Cast Iron	3	2,452,000 MBH	1993	Gas
Newtown MS	AERCO	BMK 2000-GWBF9	High Efficiency	3	200,000 BTU/HR	2018	Gas
Richboro ES (1)	Aerco	BMK 1500	High Efficiency	2	3,000,000 BTU	2024	Gas
Richboro MS	H.B. Smith		Cast Iron	2		1964*	Gas
Rolling Hills ES	Thermal Solutions	Artic 1500	High Efficiency	2	1,500,000 BTU	2020	Gas
Sol Feinstone ES	Fulton	EDR-1300	High Efficiency	2	3,000,000 BTU	2022	Propane
MM Welch ES	Weil-McLain	P1188W	Cast Iron	2	2,724,000 MBH	2000	Gas
Wrightstown ES	Thermal Solutions	Artic 1500	High Efficiency	2	1,500,000 BTU	2019	Gas
Wrightstown ES	National		Cast Iron	1	2,750,000 MBH		Gas
CRHS-North	Burnham	V9A/V11	Steel	3	4,474,000 MBH	2004	Gas
CRHS-South	Burnham	5PW150	Steel	3	150 BHP	2002	Gas
Chancellor Center	Burnham	V113		1	2,503,000 MBH	2003	Gas
CR STAR Center (1)	Thermal Solutions	Apex 425C	High Efficiency	2	375,000 BTU	2021	Gas

**Footnotes:**

\* **Chancellor Center** – 2018 all cast iron sections were replaced with new cast iron.

**(1) Richboro ES** – Will be completely renovated in December 2024. New boilers will be installed and include a 2 year warranty commencing in December 2024. The warranty will carry through December 2026. Standard maintenance should be planned starting January 2025. Any repairs during the warranty period should be directed to CRSD for action. Do not perform any work that will compromise the warranty.

End of Specifications

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

Boiler Maintenance Services  
Bid # 24-22  
BID PROPOSAL

NAME OF FIRM: \_\_\_\_\_

**Firm Fixed Price** for routine maintenance, annual cleaning, and testing of he boilers and burners as described in these specifications.

Building	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029
CRHS North	\$	\$	\$	\$	\$
CRHS South	\$	\$	\$	\$	\$
Holland MS	\$	\$	\$	\$	\$
Newtown MS	\$	\$	\$	\$	\$
Richboro MS	\$	\$	\$	\$	\$
Churchville ES	\$	\$	\$	\$	\$
Goodnoe ES	\$	\$	\$	\$	\$
Hillcrest ES	\$	\$	\$	\$	\$
Holland ES	\$	\$	\$	\$	\$
Newtown ES	\$	\$	\$	\$	\$
Richboro ES*	Warranty Period	Warranty Period	\$	\$	\$
Rolling Hills ES	\$	\$	\$	\$	\$
Sol Feinstone ES	\$	\$	\$	\$	\$
M.M. Welch ES	\$	\$	\$	\$	\$
Wrightstown ES	\$	\$	\$	\$	\$
Chancellor Center	\$	\$	\$	\$	\$
Sail House	\$	\$	\$	\$	\$
Maintenance Facility (Twining Ford)	\$	\$	\$	\$	\$
CR Star Center	\$	\$	\$	\$	\$

\*Richboro ES will be completely renovated in December 2024. New boilers will be installed and include a 2 year warranty commencing in December 2024. The warranty will carry through December 2026. Standard maintenance should be planned starting January 2025. Any repairs during the warranty period should be directed to CRSD for action. Do not perform any work that will compromise the warranty.

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

Please provide **unit pricing** for the following items:

**Unit price** for labor (per hour) for corrective maintenance services and emergency service as outlined in these specifications.

Building	2024/2025	2025/2026	2026/2027	2026/2027	2026/2027
Corrective Maintenance Services					
Emergency Service Normal Hours	\$	\$	\$	\$	\$
Emergency After Hour Services (5:01 PM - 6:59 AM)	\$	\$	\$	\$	\$

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

Year	2024/2025	2025/2026	2026/2027	2026/2027	2026/2027
% markup					

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

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**  
**BOILER MAINTENANCE SERVICES**  
**S A M P L E A G R E E M E N T**  
**Bid No. 24-22**

THIS AGREEMENT made this Twenty first (21st) day of March, 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 – Boiler Maintenance Services Bid No. 24-22, all in accordance with the listed Contract Documents dated February 6, 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, 2029. 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)

\_\_\_\_\_  
Board President- Council Rock School District

Attest:

\_\_\_\_\_  
(Secretary)

Contractor:

By

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Street)

\_\_\_\_\_

(City)

**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:** Boiler Maintenance Services

**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 lawsuits 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: