

PINE-RICHLAND SCHOOL DISTRICT
702 Warrendale Road
Gibsonia PA 15044

NOTICE TO BIDDERS

Bids must be made in accordance with the Proposal Form given herewith and the conditions of the official advertisement. No bid will be considered that is not based upon specifications and instructions and which is not properly prepared and signed by the Bidder.

Bids will be opened at 10:00 a.m. in the Administrative Offices of the Pine- Richland School District, 702 Warrendale Road, Gibsonia PA 15044 on Wednesday, June 3, 2020.

Bidders wishing to submit bids, but unable to attend the bid opening, may submit by mail if addressed as follows:

Pine-Richland School District
c/o Barbara Williams, School Board Secretary
702 Warrendale Road
Gibsonia, PA 15044

TRASH AND RECYCLING HAULING BID

Bidders wishing to deliver bids by hand delivery may present them to the School Board Secretary at the Pine-Richland School District Administrative Office, 702 Warrendale Road, Gibsonia PA 15044 prior to 10:00 a.m. on Wednesday, June 3, 2020. It is the Bidder's responsibility to place bids in the hands of the secretary at the above named location. No responsibility is assumed for bids placed in the hands of others for delivery.

Bids shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10% of the total bid. The check or Bid Bond shall be submitted with the understanding that it guarantees the information set forth in paragraph 16 of the General Conditions of the Bidding Documents.

The certified or cashier's check or Bid Bond of the successful bidder will be returned upon the execution of a contract in accordance with the bid of the successful Bidder, and simultaneously therewith the execution of a performance bond in the full amount of the contract with a corporate surety acceptable to the Pine- Richland School District. Said performance bond must be returned with the executed contract.

The certified or cashier's check or Bid Bond of the unsuccessful bidders will be returned upon award to the successful bidder within sixty (60) days of the bid opening date.

The Pine-Richland School District reserves the right to reject any or all bids, select individual items from a bid, waive any bid irregularities or informalities in its discretion, and award a contract which, in its judgment, will be to the best interest of the Pine-Richland School District.

GENERAL CONDITIONS

1. The successful bidder (“Bidder”) must provide all the necessary labor, materials, containers, and equipment for the collection, removal, and proper disposal of all the trash and recyclable materials of the Pine-Richland School District (“District”).
2. The Agreement will be **FOUR (4) YEARS** in annual periods, to commence on September 1st and end on August 31st of each year of the agreement.
3. Appendix A lists buildings, locations, container sizes, and frequencies for services to be provided. It is the Bidder's responsibility to make him/herself familiar with all locations and site conditions prior to bid submission. The District will not accept any additional charges or delays for failure to do so.
4. Additional collections are to be anticipated at the beginning, mid-point, and the end of the school year. These collections are to be included at no additional cost to the District. Special collections are to be scheduled for days when the regularly scheduled collection falls on a holiday, or when the collection is delayed due to weather conditions or equipment failure. In no event is uncollected refuse to remain at any District site for a period greater than three (3) days, including weekends and/or holidays.
5. The District reserves the right to change the container size, the time and/or the frequency of the collections with two (2) weeks’ notice, at a fee to be mutually agreed upon by the Bidder and the District.
6. The District shall be invoiced in monthly installments equivalent to 1/12th of the prices submitted by the Bidder on Appendix A in each year of the agreement. During the summer months, approximately June 20th to August 20th, the schedule may be altered requiring monthly invoice adjustments. Additional collections, containers, and roll-offs are to be invoiced separately, and will be acceptable to the District only if they properly reference a previously issued District purchase order.
7. All containers supplied by the Bidder must be placed in the designated "removal area" for each location as directed by the District. Upon delivery of any materials and/or equipment, including containers supplied by the Bidder, the Bidder shall submit all warranties and guarantees by the manufacturer, if applicable.
8. All containers are to be: scrubbed clean; repaired; repainted; equipped with operable lids, doors and hardware, prior to the start of each school year, and at regularly scheduled intervals, as requested by the District. All containers are to be in good condition and constructed of high quality steel, welded at stress points, with lockable fiberglass lids.
9. The District reserves the right to relocate the "removal area" at no additional cost, with two (2) weeks’ notice to the Bidder. Should the District install “dumpster enclosures,” the Bidder shall be required to properly open and re-secure the enclosure during and after each collection.
10. Any additional refuse or recyclable materials placed next to the containers is to be taken at the time of collection. Debris in the removal area, caused by the transfer of refuse, is to be picked

up and broom cleaned by the Bidder prior to leaving the removal area. The District reserves the right to deduct from the contract, based on a unit cost, for each failure to make a collection as specified, or for the failure to keep the "removal area" clean of debris.

11. The Bidder is responsible for providing monthly written data to the District regarding the percent fill of each container at the time of pick up.
12. Bidder must provide proof of the possession of a valid permit for disposal at an authorized and licensed landfill, as well as all other applicable state, county, and municipal licenses. In addition, Bidders are advised that, prior to the commencement of any work, the District will require employee background checks for the Bidder and its employees, if the Bidder and/or its employees will have direct contact with children, in accordance with Act 34 of 1985, Pennsylvania State Police Request for Criminal Record Check, Form SP4-164 and the Department of Public Welfare, Pennsylvania Child Abuse History Clearance, Form CY-113. The criminal history check shall not be more than one (1) year old at the time of employment or engagement of contracted services. Bidders shall provide such clearance documentation, including but not limited to, drivers' licenses, Acts 33 and 34 criminal history and child abuse records, Act 151 Child Abuse History clearance, and the Act 114 Federal Criminal History Record at the address set forth on the Bid Form.
13. The District is a non-smoking property. The Bidder must refrain from the use of all tobacco products, including e-cigarettes, while on District property.
14. The Bidder is liable for damage to all District property and equipment. All traffic, signs, regulations, and speed limits are to be strictly observed. Drivers must show extreme caution when students are in the area. Vehicles may not be left unoccupied without the prior removal of the ignition keys.
15. The Bidder agrees to file with the District, within seven (7) days of the contract award, satisfactory evidence of insurance provided by insurers acceptable to the District, and that have an AM Best rating of "A-" or greater, in the following amounts and kinds:
 - a. Comprehensive General Liability and Property Damage Insurance, with policy limits of not less than \$1 million for each occurrence, and \$ 2 million in the aggregate, for bodily injury, personal/advertising injury and property damage;
 - b. Automotive Liability Insurance, covering owned and rented vehicles operated by Bidder, its consultants, agents, servants and employees, with policy limits of not less than \$1 million combined single limit, and in the aggregate;
 - c. Umbrella or Excess Liability Insurance, with policy limits of not less than \$2 million; and
 - d. Workers' Compensation and Employer's Liability Insurance, at statutory limits;
16. "Satisfactory evidence of insurance" includes: 1) a Certificate of Insurance on an ACORD form; and 2) a copy of a policy endorsement. The Certificates and endorsements shall, as to

all applicable policies, will identify the District as a named, additional insured and shall contain a provision that the coverage afforded under each policy will not be canceled or materially changed, unless at least sixty (60) days' prior written notice has been given to the District. The coverage afforded under each policy of insurance must be in effect for the duration of the Agreement, and shall run concurrently with the effective dates of the Agreement. There are no exceptions to this provision, unless specifically approved in writing by the District. Proof of this insurance shall be communicated to the District's Business Office annually and at such times as change and/or policy renewal occurs.

17. Bids shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10% of the total bid. The check or Bid Bond shall be submitted with the understanding that it shall guarantee: that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids; that if his/her bid is accepted, the Bidder will enter into a formal contract in accordance with the Notice to Bidders; and, that in the event of the withdrawal of said bid within said period, or failure to enter into said contract within seven (7) days after he/she has received notice of the acceptance of his/her bid, the Bidder shall forfeit its bid security to Pine-Richland School District and shall be liable to the Pine- Richland School District for the full amount of the bid guarantee as representing the damage to the Pine-Richland School District on account of the default of the Bidder.
18. The certified or cashier's check or Bid Bond of the successful bidder will be returned upon the execution of a Contract in accordance with the bid of the successful Bidder, and simultaneously therewith the execution of a Performance Bond in the full amount of the Contract with a corporate surety acceptable to the Pine- Richland School District. Said performance bond must be returned with the executed Contract.
19. The Bidder shall furnish a Performance Bond covering the faithful performance of the Contract in an amount that is 100% of Contract value, which shall be dated on or after the date of the Contract. The Performance Bond shall be written for total amount of all years of the Contract. The cost of the Bidder to procure the Bond shall be included in the Bid.
20. The Bidder shall deliver three (3) copies of the required Performance Bond to the District, together with all required clearances and three (3) original and executed copies of the Contract. The Bidder shall require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
21. The required Bid and Performance Bonds must be provided by a company or companies licensed to do business in the Commonwealth of Pennsylvania, which have a minimum Best rating of "A+," a minimum policy holder's surplus of \$100 million, are listed on the current U.S. treasury Circular No. 570 (sureties acceptable for federally financed construction projects), and against which the Owner has no reasonable objection.
22. The general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to perform the contracted services during the term of the Agreement in the locality in which public work is performed, are made part of this specification. If a Bidder's proposal is less than \$25,000, the Bidder shall not be required to meet Prevailing Wage Requirements.

23. According to 62 Pa. C.S.A. § 3701, the Bidder agrees that:
- a. In the hiring of employees for the performance of work under the contract, no contractor or any person acting on behalf of the contractor 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 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. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, *et. seq.*) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Bidder shall agree to comply with the provisions of this Act, as amended, that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code §49.101.

SCOPE OF WORK

Trash Hauling:

1. The Bidder shall be responsible for the collection, transportation, and proper disposal off premises of all refuse in such locations and in such a manner as to be in compliance with all applicable state, county, and municipal requirements and regulations.
2. Appendix A lists buildings, locations, container sizes, and frequencies for services to be provided.
3. Collection times for trash removal must be pre-approved by the District to limit liability and avoid conflict with District activities and operations. Collection services should not be conducted during the instructional school day at any location.
4. The Bidder must provide a unit price for individual collections at each site. This price will be added or deducted from the base contact if schedule adjustments are required as outlined in the general conditions of this proposal.
5. The Bidder must provide a separate, all-inclusive "ton and haul" price for providing roll-off containers, with no rental, extra delivery, or tarping fees. It is the intention of the District to pay one fee, plus exact weight, for the removal and disposal of the refuse.

Recyclable Hauling:

1. The Bidder shall be responsible for the collection, transportation, and proper disposal off premises of the recyclable materials in such locations and in such a manner as to be in compliance with all applicable state, county, and municipal requirements and regulations. Recyclable material shall include, but shall not be limited to: flattened cardboard; newspaper; white office paper; and plastic bottles, deposited in the same container.
2. Appendix A lists buildings, locations, container sizes, and frequencies for services to be provided.
3. Collection times for recyclable removal must be pre-approved by the District to limit liability and avoid conflict with District activities and operations. Collection services should not be conducted during the instructional school day at any location.
4. The Bidder must provide a unit price for individual collections at each site. This price will be added or deducted from the base contact if schedule adjustments are required as outlined in the general conditions of this proposal.
5. The Bidder shall supply to the District, at no additional cost, a quarterly report documenting weight of recyclable materials removed from the premises.

FORM OF PROPOSAL

Board of Directors
Pine-Richland School District
702 Warrendale Road
Gibsonia PA 15044
Directors:

The undersigned, having examined the specifications entitled TRASH AND RECYCLING HAULING, hereby offers and agrees furnish the services as required for an annual cost in each year of the agreement as listed below:

2020-2021: _____

2021-2022: _____

2022-2023: _____

2023-2024: _____

The undersigned agrees to enter into a written contract for the above services for the above stated compensation. The undersigned herewith encloses, as a proposal guarantee, a certified or cashier's check or bid bond in the amount of 10% of the total bid, drawn to the order of the Pine-Richland School District, which is understood will be forfeited if this proposal is accepted by the District and the undersigned shall fail to furnish it bonds and execute the contract as specified. Otherwise, the check or bid bond shall be returned.

Upon delivery of the said equipment, the undersigned shall submit all warranties and guaranties by the manufacturer.

The undersigned declares that this proposal is made without collusion or fraud.

The undersigned understands that the Board of School Directors may accept or reject any or all proposals, or parts thereof, and award a contract, which in their judgment, will be in the best interest of the Pine-Richland School District.

Submitted by:

Company: _____

Name: _____

Address: _____

Phone: _____

Signature: _____

Date: _____

I state that _____ understands and acknowledges that the above

[Name of my Firm]

representations are material and important, and will be relied on by the Pine-Richland School District in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Pine-Richland School District of the true facts relating to the submission of Bids for this Contract.

[Name and Company Position]

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20__

Notary Public

My Commission Expires