

**2020-21 GENERAL INSTRUCTIONS, CONDITIONS AND BID SPECIFICATIONS FOR
CHEMICALS – WASTE WATER AND POOL**

ADDENDUM #1 - January 9, 2020 - ADDITION OF HAMPDEN TOWNSHIP QUANTITIES

Please read the contract carefully. Failure to comply with any of the **mandatory requirements** shall result in the disqualification of the bid, which shall not thereafter be considered. **Execution and award of this contract shall proceed under terms as outlined below. Submittal of a proposal constitutes acceptance of these terms.**

1. **BID SUBMISSION DEADLINE DATE: Thursday, January 30, 2020 at 10:00 AM** prevailing time at which time bids will be publicly opened and announced at 230 S Sporting Hill Road Mechanicsburg, PA 17050, Room 201.
2. All bids must be submitted to the CapCOG, 230 S Sporting Hill Road, Mechanicsburg, PA 17050, either by mail or in person, on the forms provided by the CapCOG, no later than the above due date and time.
3. All **bids** must be in a sealed envelope and marked **“DO NOT OPEN CHEMICALS – WASTE WATER & POOL BID”**
4. Bid Submissions must include the following documents:
 - **Bid Bond or Certified Check** - equal to 10% of the value of the contract
 - **An executed copy** of the “General Instructions, Conditions And Specifications Chemicals – Waste Water & Pool”
 - **Vendor Contact Information Sheet**

Note – Bids must contain the correct documents to be eligible for consideration

5. Bid prices for Chemicals – Waste Water & Pool, are based on the **total amounts of all participating municipalities/organizations**. Bid prices must reflect the pick-up (FOB) and delivered prices.
6. All bidders shall submit a unit price upon which the total extension amount shall be computed. In case of a discrepancy, the unit price will be considered the price. Proposals must conform to the requested bid parameters such as utilizing the specified unit pricing. (Bidders may submit alternate unit pricing provided that a direct conversion is included to allow for fair comparison between bidders.)
7. While CapCOG is supplying bid information for materials/services of the participating municipalities/organizations, which is included with all attached documentation, each municipality may specify the terms of delivery and start time. NOTE: It is the responsibility of the bidder to review these conditions and to include all such considerations into their price calculations.
8. Wherever in these submittal forms and specifications an article or material is defined by using a trade name and/or the name and catalog number of manufacturer or vendor, the term “or approved equal”, if not inserted therewith, shall be implied. It is understood that any reference to a particular manufacturer’s product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term “or approved equal” is defined as and means any other made equal in material, workmanship and service, and as efficient and economical in operation. An article meeting those or comparable conditions may be accepted.
9. Products herein specified must be delivered at prescribed locations in the manner requested. Authorized personnel in each municipality will do the ordering of products or in-place services. Billing should be sent directly to each municipality for payment. Payment shall be for a term not less than NET 30 days. All deliveries must be made in accordance with the specifications.

10. No contract may be assigned, sublet or transferred without written consent of CapCOG.
11. Bidders are hereby notified that CapCOG as well as its members are exempt from Federal Excise Tax and State Retail Tax. Prices quoted shall not include any Pennsylvania Sales Tax or Federal Excise Tax. Tax exemption certificates will be furnished upon request.
12. **City of Harrisburg.** Any bids for the City of Harrisburg must comply with the following two ordinances
 - a. **Mercantile License.** In compliance with Chapter 5-715 of the City of Harrisburg Codified Ordinances, persons, firms, companies and corporations engaging in business within the City of Harrisburg must obtain a Mercantile License. The successful BIDDER on this CONTRACT must obtain a Mercantile License for the CONTRACT year. For further information contact the Tax & Enforcement Office at (717) 255-6513.
 - b. **Delinquent Taxes.** It is the City of Harrisburg's intent in accordance with Section 2-307.6(b) of the Codified Ordinances to prohibit the execution and issuance of any purchase order or other CONTRACT to any person who is indebted to the City for any delinquent taxes or municipal claim individually or as a principal of an indebted corporation, partnership or association. Any such entity found indebted to the City in accordance with this article shall be deemed to be a non-responsible vendor and remain so until such debts including all penalties, interest and costs associated with same have been satisfied.
13. The bidders hereby agree to save harmless and fully indemnify the CapCOG and all its officers or agents from all damages, costs or expenses that may at any time be imposed or claimed from infringement of any patents rights by persons, association or corporation as a result of the use by the CapCOG, or any of its officers, agents or employees of article(s) supplied under this contract and of which the bidder is not the patentee, assignee or licensee.
14. **Bid Bonds** - Bidders must comply with all requirements for bonding as follows: Each bid proposal must be accompanied by a certified check, bank cashier's check or surety bid bond in favor of or payable to the CapCOG in the amount of not less than 10 percent of the bid price; in no event shall the check or bid bond be less than \$50, although 10% of the bid price would be a lesser figure than \$50. If a surety bid bond is utilized, it shall be mandatory that the bid bond specifically identify the bid and the date of the bid (which shall be on or before the date of the bid bond), which it accompanies.
15. **Bid Bonds** - It is mandatory that the power of attorney accompanying the bid evidences the authority of the person signing on behalf of the surety company to sign the bid bond. It shall further be mandatory that the bid bond itself be dated, as well as signed by the principal bidder and the surety company through its authorized representatives.
16. Amounts listed are estimates only and there is no guarantee that the participating municipalities/organizations will use the exact amounts indicated during the course of the contract period.
17. Materials herein mentioned, if not picked up, must be delivered to the specified locations as directed by the participating municipality. The authorized person in each municipality must do the ordering of the products. Each municipality will be invoiced separately for the product ordered. Billing addresses are included in the specifications.
18. The CapCOG solicitor, the CapCOG Executive Director, as well as the CapCOG Executive Committee may review the bid results and award the contract. The CapCOG Board of Delegates will ratify the bid at their earliest meeting date or subsequent meeting following the date of the bid letting.
19. All materials, equipment and/or supplies must conform to the current Federal and Commonwealth of Pennsylvania regulations.
20. Inspection of materials or in-place services performed is permitted by the representatives of the CapCOG member municipality. The municipality may reject all products or services not meeting specifications. If a vendor furnishes articles not meeting specifications and does not replace such article, or there is a failure to deliver any purchases/in-place services within a specified time, the municipality may purchase the same in the open market, deduct the expense, including any excess in price over that called for in the contract from the amount due the bidder from the CapCOG and its member municipalities/organizations.

21. The bidder warrants to the CapCOG the price in this bid is neither directly nor indirectly the result of any agreement with any other bidder.
22. CapCOG reserves the right to increase or decrease the quantity of the above materials/services in accordance with the requirements of its member municipalities/organizations.
23. CapCOG reserves the right to reject any and all bids, to waive non-mandatory technical defects and to accept or reject any part of any bid, if in its judgment the best interests of CapCOG members are thereby served. For FOB pick-ups, the CapCOG may consider travel time, distance, mileage costs, vehicle operation costs, man-hours spent and other municipal expenses in consideration for FOB pick-ups to determine the lowest, most responsible bidder.
24. **Withdrawal of Bids.** The withdrawal of any bid may not result in the awarding of the contract of another bid by the same bidder, his partner or a corporation or business owned by or in which he has a substantial interest. No bidder who withdraws a bid shall supply any material or labor to, or perform any subcontract or other work agreement for any person to whom a contract or subcontract is awarded in the performance of the contract for which the withdrawn bid was submitted, without the written approval of the contracting body.
25. **A Performance Bond for 100%** of the total aggregate price is required by the awarded vendor within fourteen (14) days from the date of award. The Performance Bond must be made out to the CapCOG and list the participating municipalities/organizations included in the bid.
26. **TERM OF CONTRACT:** Bidders are hereby notified that this is a one (1)-year contract commencing April 1, 2020 through March 31, 2021. **OPTION TO EXTEND:** The supplier will include in its contract an extension period (Grace Period) of sixty (60) days under the same contract terms and conditions to allow CapCOG time to prevent a lapse in contract coverage.
27. CapCOG reserves the right to reject any or all bids, waive any technical defect, and to accept or reject any bid deemed to be in the best interest of the CapCOG or its members.

ACCEPTANCE:

Company Name	Date
Individual Name (Printed)	Individual Name (Signature)
Email	Phone

Please contact the CapCOG office at capcog@comcast.net should you have any questions or concerns.

CAPITAL REGION COUNCIL OF GOVERNMENTS

230 South Sporting Hill Road, Mechanicsburg, PA 17050

Phone: (717) 761-6211 Fax: (717) 761-7267

E-Mail: capcog@comcast.net

www.capitalregioncog.org

Gary Myers

Executive Director

2020-21 VENDOR CONTACT PERSON/S INFORMATION

Company Name

Street Address

City State Zip

Contact Person for Bidding Information

Preferred Phone Number

Email

Contact Person for Ordering Information

Preferred Phone Number

Email

Contact Person for Ordering Information

Preferred Phone Number

Email

CAPCOG 2020-21
CHEMICALS – WASTE WATER & POOL

Bid is for TOTAL quantity

Specific notes per municipality/organization have been added to assist in the bidding process

If you have questions about the quantities or notes, contact the municipality directly. Contact information is at the end of this document.

If you have questions about the bidding process, contact the CapCOG office at capcog@comcast.net.

Calcium Chloride TOTAL 3000			FOB	Delivered
3000	Lb	City of Harrisburg		
Calcium Hypochlorite TOTAL 600			FOB	Delivered
600	Lb	City of Harrisburg		
Calcium Nitrate TOTAL 12,200			FOB	Delivered
10,000	Gal	Silver Spring Township (3.5 lb NO2 oxygen per gallon; specific gravity 1.42; 4 deliveries of 2,500 gallons)		
2,200	Gal	West Hanover Township Water and Sewer Authority (55-gal drums)		
Calcium QuikLime TOTAL 260			FOB	Delivered
180	Ton	Hampden Township		
80	Ton	West Hanover Township Water and Sewer Authority (HiCal QL Water 1/8" x 0" Fines; 20 tons/order)		
Chlorine Gas 150-lb cylinder TOTAL 52			FOB	Delivered
20	Cyl	Annville Township		
32	Cyl	Mechanicsburg Borough (8 cylinders/delivery)		
Chlorine Gas 1-ton cylinder TOTAL 7			FOB	Delivered
7	Cyl	East Pennsboro Township		
Diatomaceous Earth TOTAL 4,000			FOB	Delivered
1,000	Lb	Hampden Township Pool		
3,000	Lb	City of Harrisburg		
Ferrous Sulfate TOTAL 193,250			FOB	Delivered
18,250	Gal	Annville Township		
30,000	Gal	Camp Hill Borough		
73,000	Gal	Hampden Township		
63,000	Gal	Highspire Borough (21 x 3000-gal deliveries)		
9,000	Gal	Lemoyne WWTP		
Hydrated Lime TOTAL 2,000			FOB	Delivered
2,000	LB	Annville Township		

Liquid Aluminum Sulfate TOTAL 196,000			FOB	Delivered
70,000	Gal	East Pennsboro Township		
55,000	Gal	Hampden Township		
35,000	Gal	Mechanicsburg Borough (5000 gallons/delivery)		
20,000	Gal	Silver Spring Township (5, 4,000-gallon deliveries)		
16,000	Gal	West Hanover Township Water & Sewer Authority (4000-gal/truck, delivery)		
Liquid Magnesium Hydroxide TOTAL 14,275			FOB	Delivered
14,000	Gal	Hampden Township (synthetic only)		
275	Gal	Mechanicsburg Borough (in IBC tote)		
Methanol TOTAL 65,000			FOB	Delivered
15,000	Gal	Annville Township		
42,000	Gal	Hampden Township		
8,000	Gal	Mechanicsburg Borough		
Muratic Acid TOTAL 1,043			FOB	Delivered
625	Gal	Hampden Township Pool		
390	Gal	City of Harrisburg		
28	Gal	Highspire Borough (packaged in 1-gallon containers)		
Pollu-Tech CL888, Cationic 55-Gal Drums TOTAL 16			FOB	Delivered
16	Drum	West Hanover Township Water & Sewer Authority (4 drums/order)		
Sodium Bicarbonate TOTAL 1,350			FOB	Delivered
1350	Lb	City of Harrisburg		
Sodium Hypochlorite TOTAL 26,050			FOB	Delivered
7,000	Gal	Hampden Township Pool		
11,000	Gal	City of Harrisburg		
7,500	Gal	Lemoyne WWTP		
500	Gal	Middletown Borough (liquid 12.5%. Delivery to 400 S. Union St)		
50	Gal	West Hanover Township Water & Sewer Authority (5-gal totes)		

Municipality/	Contact	Email/Phone	Delivery Info
Annville Township	Les Powell	les@annvilletwp.com 717-821-2618	Public Works Facility 675 W. Main Street Annville PA 17003
Camp Hill Borough	Sam Robbins	srobbins@camphillborough.com	422 S. 24th Street, Camp Hill PA 17011 (24th St. Pump Station)
East Pennsboro Township WWTP	Andrew Kirkessner	akirkessner@eastpennsboro.net 717-732-3621 x1247	21 E. Dulles Drive, Camp Hill, PA 17011
Hampden Township	Jeff Klahre	jklahre@hampdentownship.us 717-761-7963	4200 Roth Lane Mechanicsburg, PA 17050
Hampden Township Swimming Pool	Jeremy Mortorff	jmortorff@hampdentownship.us 717-761-4951	5002 Hampden Park Drive, Mechanicsburg PA 17050
Harrisburg City	Sasha Ross	sjross@harrisburgpa.gov 717-232-3017	Jackson Lick Swimming Pool: 1201 N. 6th Street, Harrisburg PA 17102 Penn National Swimming Pool: 1413 S. 18th St., Harrisburg PA 17104
Highspire Borough	Randy Kreider	rkreider@highspire.org 717-939-6204	301 Industrial Road Highspire PA 17034
Lemoyne Borough WWTP	Robert Oakes	boakes@lemoynepa.com 717-836-6454	3 Lowther Street Lemoyne, PA 17043
Mechanicsburg Borough	Curtis Huey	chuey@mechanicsburgborough.org 717-691-3320 x 2	842 W. Church Road Mechanicsburg PA 17055
Middletown Borough	Greg Wilsbach	gwilsbach@middletownborough.com 717-902-0706	400 South Union Street, Middletown PA 17057
Silver Spring Township Authority	Rick Billman	wastewater@verizon.net 717-697-2764	60 Millfording Road Mechanicsburg PA 17050
West Hanover Township	Jamie Aston	jaston@whtsa.com 717-540-0124	7901 Jonestown Road Harrisburg PA 17112