

**2020-21 GENERAL INSTRUCTIONS, CONDITIONS AND BID SPECIFICATIONS FOR
FLEET MATERIALS**
Motor Oil, Hydraulic Fluid, Transmission Fluid, Coolant/Antifreeze, DEF Fluid

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 FLEET MATERIALS 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 Fleet Materials ”
 - **Vendor Contact Information Sheet**

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

5. Bid prices for Fleet Materials, 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 (717) 761-6211 or 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 FLEET MATERIALS
Contract Term – April 1, 2020 to March 31, 2021

| 15W40 Diesel Motor Oil | | | FOB | DEL |
|------------------------|--------------|---|-----|-----|
| 55 | Gal | Conewago Township | | |
| 2 | 55 Gal Drums | East Hanover Township | | |
| 250 | Gal | East Pennsboro Township <i>250-gallon bulk tank</i> | | |
| 375 | Gal | Lower Allen Township <i>Bulk tank</i> | | |
| 2 | 55 Gal Drum | Lower Swatara Township | | |
| 1 | 55 Gal | Middle Paxton Township <i>Rotella T-3 Fleet</i> | | |
| 4 | 55 Gal Drum | Silver Spring Township | | |
| 8 | 55 Gal Drum | Susquehanna Township <i>Want the 5W40 diesel motor oil in 55-gallon drums. Do not have a tank.</i> | | |
| 200 | Gal | Upper Allen Township | | |
| 897 | TOTAL GAL | | | |

| 5W20 Synthetic Blend Motor Oil | | | FOB | DEL |
|--------------------------------|-------------|---|-----|-----|
| 1 | 55 Gal Drum | East Pennsboro Township <i>55-gallon drum</i> | | |
| 200 | Gal | Lower Allen Township <i>Bulk tank</i> | | |
| 1 | 55 Gal Drum | Lower Swatara Township | | |
| 6 | 55 Gal Drum | Susquehanna Township <i>Want the 5W20 diesel motor oil in 55-gallon drums. Do not have a tank.</i> | | |
| 208 | TOTAL GAL | | | |

| 5W30 Synthetic Blend Motor Oil | | | FOB | DEL |
|--------------------------------|-------------|--|-----|-----|
| 1 | 55 Gal Drum | East Pennsboro Township <i>55-gallon drum</i> | | |
| 55 | Gal | Lower Allen Township | | |
| 56 | TOTAL GAL | | | |

| 10W30 Synthetic Blend Motor Oil | | | FOB | DEL |
|---------------------------------|-----------|----------------------|-----|-----|
| 55 | Gal | Lower Allen Township | | |
| 55 | TOTAL GAL | | | |

| ISO46 Hydraulic Fluid | | | FOB | DEL |
|-----------------------|-----------|--|-----|-----|
| 250 | Gal | East Pennsboro Township <i>250-gallon bulk tank</i> | | |
| 55 | Gal | Lower Allen Township | | |
| 305 | TOTAL GAL | | | |

| Power Tran Hydraulic Fluid | | | FOB | DEL |
|----------------------------|-------------|------------------------|-----|-----|
| 1 | 55 Gal Drum | Lower Swatara Township | | |
| 1 | TOTAL GAL | | | |

| Versa Tran LV ATF | | | FOB | DEL |
|-------------------|-------------|------------------------|-----|-----|
| 1 | 55 Gal Drum | Lower Swatara Township | | |
| 1 | TOTAL GAL | | | |

| DF Fluid | | | FOB | DEL |
|----------|-----------|----------------------|-----|-----|
| 55 | Gal | Lower Allen Township | | |
| 5 | TOTAL GAL | | | |

| Waste Oil Removal/Disposal | | | FOB | DEL |
|----------------------------|-----------|---|-----|-----|
| 1 | | Lower Swatara Township <i>Bid is to remove and dispose waste oil that is stored in a 275-gallon above ground tank.</i> | | |
| 1 | TOTAL GAL | | | |

| DEF Fluid | | | FOB | DEL |
|-----------|-------------|------------------------|-----|-----|
| 8 | 55 Gal Drum | Silver Spring Township | | |
| 1000 | Gal | Susquehanna Township | | |
| 1008 | TOTAL GAL | | | |

| Mobil 424 Hydraulic/Trans Fluid | | | FOB | DEL |
|---------------------------------|--------------|---|-----|-----|
| 2 | 55-Gal | Silver Spring Township <i>In 55-gallon drums</i> | | |
| 10 | 55 Gal Drums | Susquehanna Township <i>Want in 55-gallon drums. Do not have a tank.</i> | | |
| 12 | TOTAL GAL | | | |

| Window Washer Fluid | | | FOB | DEL |
|---------------------|-------------|----------------------|-----|-----|
| 3 | 55 Gal Drum | Susquehanna Township | | |
| 3 | TOTAL GAL | | | |

| Cam 2 Multi-Purpose Grease | | | FOB | DEL |
|----------------------------|-----------|----------------------|-----|-----|
| 2 | 120lb keg | Susquehanna Township | | |
| 2 | TOTAL LBs | | | |

| Anti-Freeze | | | FOB | DEL |
|-------------|-------------|----------------------|-----|-----|
| 3 | 55 Gal Drum | Susquehanna Township | | |
| 3 | TOTAL GAL | | | |

| Municipality/Organization | Contact Info | | Delivery Info |
|---------------------------|------------------|------------------------------|---|
| Conewago Township | Gary Painter | painterg@verizon.net | 3279 Old Hershey Road Elizabethtown PA 17022 |
| East Hanover Township | Bryan Ziegler | publicworks@ehtdcpa.org | Will pick up fleet materials |
| East Pennsboro Township | Jason Brady | jbrady@eastpennsboro.net | 645 Tower Road, Enola PA 17025 |
| Hampden Township | Donn Gutshall | dgutshall@hampdentownship.us | 1955 Technology Parkway Mechanicsburg PA 17050 |
| Lower Allen Township | Charlie Reynolds | creynolds@latwp.org | 1400 St. Johns Road Camp Hill PA 17011 |
| Lower Swatara Township | Lester Lanman | llanman@lowerswatara.org | 1499 Spring Garden Drive, Middletown, PA 17057 |
| Middle Paxton Township | Robert Hofer II | rkhupatree@earthlink.net | 50 Elizabeth Avenue Dauphin, PA 17018 |
| Silver Spring Township | Raymond Palmer | rpalmer@sstwp.org | 6473 Carlisle Pike Mechanicsburg PA 17050 |
| Susquehanna Township | Nate Spriggs | nspriggs@susquehannatwp.com | 1955 Elmerton Avenue Harrisburg, PA 17019 |
| Upper Allen Township | Corey Stazewski | cstazewski@uatwp.org | 100 Gettysburg Pike Mechanicsburg PA 17055 |