

**2020-21 GENERAL INSTRUCTIONS, CONDITIONS AND BID SPECIFICATIONS FOR
LANDSCAPE PARK, GOLF MATERIALS, CHEMICALS AND SERVICES**

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 LANDSCAPE PARK, GOLF MATERIALS, CHEMICALS AND SERVICES 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 Landscape Chemicals”
 - **Vendor Contact Information Sheet**

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

5. Bid prices for Landscape Chemicals, 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 as "Certified" must include vendors current proof of certification if they are bidding these products. This certification must be included with the bid package at time of submission.**
10. 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.

11. No contract may be assigned, sublet or transferred without written consent of CapCOG.
12. 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.
13. **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.
14. 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.
15. **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.
16. **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.
17. 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.
18. 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.
19. 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.
20. All materials, equipment and/or supplies must conform to the current Federal and Commonwealth of Pennsylvania regulations.
21. 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.

22. 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.
23. 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.
24. 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.
25. **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.
26. **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.
27. **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.
28. 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

Gary Myers, Executive Director

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

E-Mail: capcog@comcast.net www.capitalregioncog.org

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 LANDSCAPE MATERIALS AND CHEMICALS**Contract Term – April 1, 2020 to March 31, 2021****LANDSCAPE MATERIALS**

PLAYGROUND COVER- ASTM F1292, F1951, F1487 CERTIFIED			Total – FOB	Total Price - DEL
40	CY	Carroll Township		
900	CY	Cumberland Valley S.D.		
100	CY	East Hanover Township		
400	CY	Fairview Township		
1200	CY	City of Harrisburg		
300	CY	Highspire Borough		
300	CY	Lower Allen Township		
100	CY	Middletown Borough		
300	CY	Silver Spring Township		
100	CY	Susquehanna Township		
400	CY	Swatara Township		
300	CY	Upper Allen Township		
4440	TOTAL CY			

DIAMOND TEX (PREMIUM) INFIELD MIX (Professional Grade) OR EQUIVALENT			Total – FOB	Total Price - DEL
50	Ton	East Hanover Township		
60	Ton	Fairview Township		
350	Ton	City of Harrisburg		
100	Ton	Lower Allen Township		
100	Ton	Lower Paxton Township		
44	Ton	Middletown Borough		
75	Ton	Swatara Township		
16	Ton	Upper Allen Township		
795	TOTAL Ton			

LANDSCAPE CHEMICALS

DIAMOND TEX (ORIGINAL) INFIELD MIX			Total – FOB	Total Price - DEL
20	Ton	Carroll Township		
50	Ton	Conewago Township		
75	Ton	Derry Township		
50	Ton	East Hanover Township		
50	Ton	East Pennsboro Township		
100	Ton	Lower Paxton Township		
50	Ton	Middle Paxton Township		
150	Ton	Silver Spring Township		
50	Ton	Susquehanna Township		
16	Ton	Upper Allen Township		
611	TOTAL Ton			

FIBAR Playground Mulch			Total – FOB	Total Price - DEL
300	CY	Derry Township		
600	CY	Lower Paxton Township		
900	TOTAL CY			

SANDBOX SAND – WHITE			Total – FOB	Total Price - DEL
75	Ton	Lower Allen Township		
8	Ton	Swatara Township		
	Ton			
	Ton			
83	TOTAL Ton			

SANDBOX SAND – YELLOW			Total – FOB	Total Price - DEL
30	Ton	City of Harrisburg		
1	Ton	Upper Allen Township		
31	TOTAL Ton			

SIFTED TOP SOIL			Total – FOB	Total Price - DEL
48	Ton	Upper Allen Township		
48	TOTAL Ton			

13-0-5 FERTILIZER WITH .15 DIMENSION HERBICIDE (crabgrass control) (granular), 50 lb bags, Greenyard Crabgrass Preventer or approved equal			Total – FOB	Total Price - DEL
300	Lb	Silver Spring Township		
300	TOTAL LB			

LANDSCAPE CHEMICALS

GLYOPHOSATE HERBICIDE (LABELED FOR LANDSCAPE AND RIGHT OF USE)			Total – FOB	Total Price - DEL
55	Gal	Annville Township		
90	Gal	Derry Township		
50	Gal	Fairview Township		
10	Gal	Highspire Borough		
100	Gal	Middletown Borough		
35	Gal	Silver Spring Township		
15	Gal	Upper Allen Township		
355	TOTAL GAL			

CONFRONT – Broad Leaf Weed Killer			Total – FOB	Total Price - DEL
10	Gal	Middletown Borough		
50	Gal	Silver Spring Township		
60	TOTAL GAL			

ELEMENT 3A – Broad Leaf and Stump Control for Right of Way			Total – FOB	Total Price - DEL
20	Gal	Middletown Borough		
5	Gal	Silver Spring Township		
25	TOTAL GAL			

ESCORT XP – Grass control for right-of-ways			Total – FOB	Total Price - DEL
300	Gal	Silver Spring Township		
300	TOTAL GAL			

SUREGUARD (Pre and post emergent herbicide for control of weeds in landscape) Mixes with glyphosate (granular)			Total – FOB	Total Price - DEL
15	Lb	Derry Township		
10	Lb	Fairview Township		
2	Lb	Highspire Borough		
15	Lb	Silver Spring Township		
42	TOTAL LB			

DIMENSION 2EW - Herbicide			Total – FOB	Total Price - DEL
20	Gal	Fairview Township		
75	Al	Upper Allen Township		
10	TOTAL GAL			

LANDSCAPE CHEMICALS

OUST XP - Herbicide			Total – FOB	Total Price - DEL
32	Oz	Fairview Township		
32	TOTAL OZ			

ROUND UP QUICK PRO (Granular)			Total – FOB	Total Price - DEL
10	Lb	Upper Allen Township		
10	TOTAL LBs			

FERTILIZER, 18-2-6/50% UFLXX, 0.50% 3-d BIO STIMULENT, or approved equal. SGN 175, Nitrogen (18%), of this 50% is from UFLXX source, Granulated, Organic Nitrogen Source , Granulite as standard. Non-poultry. Ammonical Nitrogen, from ammonium sulfate. Phosphorous from natural organic source or MAP 100% Potassium derived from potassium sulfate, Chlorine less than 1% Inert material, less than 1% No added calcium carbonate. TOTAL _____ LBS			Total – FOB	Total Price - DEL
1000	Lb	Middletown Borough		
1000	TOTAL LB			

SPECTALE - Pre and Post emergent herbicide control of weeds			Total – FOB	Total Price - DEL
10	Gal	Swatara Township		
10	TOTAL GAL			

PROSECUTOR - Broad spectrum postemergence liquid herbicide			Total – FOB	Total Price - DEL
180	Gal	Swatara Township		
180	TOTAL GAL			

QUICKSILVER-Broadleaf Herbicide (liquid for turf use)			Total – FOB	Total Price - DEL
10	Gal	Middletown Borough		
10	TOTAL GAL			

LANDSCAPE CHEMICALS - ARMITAGE GOLF COURSE			
Quantity	Unit	Description	Notes (ie: Delivery Instructions, /Specific Formulas)
40	50 lb.	Fertilizer with Acelpryn and dimension herbicide SGN 150 Only (granular) 50 lbs. Bags, equal.	
5 Gallons	2.5 Gal.	Dimension 2EW - Herbicide	
3 Gallons	.5 Gal.	Acelepryn	
50	Gal.	Propiconazole	Please list % active ingredient
20	Gal.	Spectator	EC formulation
2	Gal.	Subdue Maxx/Mefenoxam	Please list % active ingredient
2	Gal.	Banol	
10	Gal.	Secure	
8	4 x 21 oz.	Lexicon	
136.8	11.4 oz.	Xzemplar	
20	Gal.	Trinexapac-ethyl/Primo	Please list % active ingredient
20	Gal.	Three way Herbicide	Match any product
5	Gal.	Dicamba	Please list % active ingredient
20	Gal.	Iprodione	Please list % active ingredient
20	Gal.	Thiophanate- Methyl	Please list % active ingredient
50	Gal.	Chlorothalonil	Please list % active ingredient
10	Gal.	Tartan	
6	1 lb.	Heritage	

Contact Information

Municipality	Contact Person	Contact Information	Delivery Information
Annville Township	Les Powell	les@annvilletwp.com	Public Works Facility 675 W. Main Street Annville PA 17003
Carroll Township	Brandon Slatt	bslatt@carrolltownship.com	555 Chestnut Grove Road Dillsburg PA 17019
Conewago Township	Randy Braden	office@conewagotownship.com	Call for delivery info. 717-534-8556
Cumberland Valley S.D.	Vincent DiRito	vdirito@cvschools.org	Call for delivery info. 443-876-6577
Derry Township	Thomas Clark	trclark@derrytownship.org	650 Clearwater Road Hershey PA 17033
East Hanover Township	Bryan Ziegler	publicworks@ehtdcpa.org	8848 Jonestown Road Grantville PA 17028
East Pennsboro Township	Mike Dobson	mdobson@eastpennsboro.net	645 Tower Road Enola PA 17025
Fairview Township	Keith Reynolds	kreynolds@twp.fairview.pa.us	599 Lewisberry Road New Cumberland 17070
Hampden Township	Stuart Odell	sodell@hampdentownship.us	1955 Technology Parkway Mechanicsburg PA 17050
Hampden Township - Armitage Golf Course	John Alexander	jalexander@hampdentownship.us	800 Orrs Bridge Road Mechanicsburg PA 17050
Harrisburg City	Kevin Sanders	ksanders@harrisburgpa.gov	100 Concert Drive, Harrisburg 17103. Delivery will be requested within the 100 square miles which makes up the City of Harrisburg. The City has over 20 playgrounds throughout the City. Delivery address will be confirmed upon time of order.
Highspire Borough	Randy Kreider	rkreider@highspire.org	301 Industrial Road Highspire PA 17034
Lower Allen Township	Thomas Stambaugh	tstambaugh@latwp.org	1400 St. Johns Road Camp Hill PA 17011
Lower Paxton Township	Jeff Kline	jkline@lowerpaxton-pa.gov	5975 Locus Lane, Harrisburg PA 17109
Middle Paxton Township	Robert Hofer III	rkhopatree@earthlink.net	50 Elizabeth Drive, Dauphin, PA 17018
Middletown Borough	Greg Wilsbach	gwilsbach@middletownborough.co m	60 W. Emaus Street Middletown PA 17057
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 17109
Swatara Township	Todd Webb	twebb@swataratwp.com	599 Eisenhower Boulevard, Harrisburg PA 17111
Upper Allen Township	Chad Krebs	ckrebs@uatwp.org	100 Gettysburg Pike, Mechanicsburg PA 17055