

2020-21 GENERAL INSTRUCTIONS, CONDITIONS AND BID SPECIFICATIONS FOR

STREET SWEEPING – DEBRIS DISPOSAL

The awards will be issued based on the low responsive bid per individual Municipalities.

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 STREET SWEEPING DEBRIS DISPOSAL 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 Street Sweeping Debris Disposal”
 - **Vendor Contact Information Sheet**

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

5. Bid prices for Street Sweeping Debris Disposal, are based on **the low responsive bid per individual Municipality.**
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 - STREET SWEEPING DEBRIS DISPOSAL

Hauling street-sweeper dirt to a landfill per DEP requirements

• **The awards will be issued based on the low responsive bid per individual Municipalities.**

- Specific notes per municipality have been added to assist in the bidding process.
- If you have questions about the quantities or notes, contact the municipality/organization directly contact information is at the end of this document
- If you have questions about the bidding process, contact the CapCOG office capcog@comcast.net

Municipality	# of tons annually	Frequency of hauling?	Do you need to rent a storage bin/container?	Need Disposal Only	Need Disposal & Transportation	Comments/Notes
Camp Hill Borough	40	4-5/month	Yes		Yes	Hauler will need to provide slips showing actual tonnage.
Carroll Township	60	Once	No		Yes	
Derry Township	250	2x/year	No		Yes	
East Hanover Township	10	2x/year	Yes		Yes	
East Pennsboro Township	100	Once	No		Yes	
Fairview Township	+/-175	4-5x/week until complete	No		Yes	Starting in July
Highspire Borough	40	Once	Yes		Yes	
Lower Allen Township	150	2x/year	Yes		Yes	
Lower Swatara Township	100	Once	No		Yes	
New Cumberland Borough	+/- 70	Once	No		Yes	End of June
West Hanover Township	2000	as needed	No	Yes		

Municipality/Organization	Contact Info	Email	Delivery Info
Camp Hill Borough	Sam Robbins	srobbins@camphillborough.com	422 S. 24th Street, Camp Hill PA 17011
Carroll Township	Brandon Slatt	bslatt@carrolltownship.com	555 Chestnut Grove Rd, Dillsburg, PA 17019
Derry Township	Tom Clark	trclark@derrytownship.org	650 Clearwater Rd, Hershey, PA 17033
East Hanover Township	Bryan Ziegler	publicwrks@ehtdcpa.org	9375A Jonestown Road, Grantville PA
East Pennsboro Township	Rick Brewbaker	rbrewbaker@eastpennsboro.net	750 S. Humer Street, Enola PA 17025
Fairview Township	Keith Reynolds	kreynolds@twp.fairview.pa.us	Lower Yard, 599 Lewisberry Road, New Cumberland
Highspire Borough	Randy Kreider	rkreider@highspire.org	297 Industrial Road, Highspire PA 17034
Lemoyne Borough	James Fair	jfair@lemoynepa.com	1 Lowther Street, Lemoyne PA 17043
Lower Allen Township	Bryan Harshbarger	bharshbarger@latwp.org	1400 St. John's Road, Camp Hill PA 17011
Lower Swatara Township	Lester Lanman	llanman@lowerswatara.org	810 Oberlin Road, Middletown, PA 17057
New Cumberland Borough	Mark Hinton	highway@newcumberlandborough.com	1125 Market Street, New Cumberland, PA 17070
West Hanover Township	Chris Mumma	cmumma@westhanover.com	402 N.Fairville Avenue, Harrisburg PA 17112

CAPCOG 2020-21 - STREET SWEEPING DEBRIS DISPOSAL - BID FORM*Hauling street-sweeper dirt to a landfill per DEP requirements*

Municipality	# of tons annually	Frequency of hauling?	Do you need to rent a storage bin/container?	Need Disposal & Transportation	Trucking Per Haul	Disposal Fee	Liners	Municipality Total
Camp Hill Borough	40	4-5/month	Yes	Yes				
Carroll Township	60	Once	No	Yes				
Derry Township	250	2x/year	No	Yes				
East Hanover Township	10	2x/year	Yes	Yes				
East Pennsboro Township	100	Once	No	Yes				
Fairview Township	+/-175	4-5x/week until complete	No	Yes				
Highspire Borough	40	Once	Yes	Yes				
Lower Allen Township	150	2x/year	Yes	Yes				
Lower Swatara Township	100	Once	No	Yes				
New Cumberland Borough	+/- 70	Once	No	Yes				
West Hanover Township	2000	As needed	No	No				