



230 South Sporting Hill Road, Mechanicsburg, PA 17050
Phone 717-761-6211 Fax 717-761-7267
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**2020-21 GENERAL INSTRUCTIONS, CONDITIONS AND BID SPECIFICATIONS FOR
UPPER ALLEN TOWNSHIP - REBID - IN-PLACE OR JOINT & CRACK SEAL PROJECTS**

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: Monday, April 13, 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 IN-PLACE PROJECTS and/or JOINT & CRACK SEAL PROJECTS BID “**
4. Bid Submissions **must** include the following:

FOR EACH PROJECT BID:

- **Proposal and Contract/PennDOT MS-944**
- **Special Provisions to Contract/PennDOT MS-944**

FOR ALL PROJECTS ONLY ONE COPY NEEDED

- Non-Collusion Affidavit - **PennDOT MS-944** - Available on CapCOG Website.
- Power of Attorney
- Bid Bond in an amount equal to 10% of the aggregate for total bid(s).
- An executed copy of “General Instructions, Conditions And Specifications for In-Place and Joint Crack & Seal Projects” -included in this packet
- Vendor Contact Information Sheet - included in this packet

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

5. **MS-944 Proposal and Contract for Purchase of Materials and Services** - Bid prices are based on the **total project cost** per individual municipality/organization. Execute a completed MS-944 for each municipal project and return it with your bid bond. Bid Prices will remain in effect until the bid has been awarded to the lowest, most responsible bidder or withdrawn.
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. Bids 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 projects of the participating municipalities, each municipality/organization may specify the terms of delivery or start time, included with all attached documentation. 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/organization will place the order of products or in-place services. Billing should be sent directly to each municipality/organization 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, the municipality/organization.
11. All materials/services shall conform to Pennsylvania Department of Transportation current specifications and, if applicable, Federal Highway specifications, or as may be amended.
12. Bidders are hereby notified that CapCOG as well as its member municipalities 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 \$50.00, although 10% of the bid price would be a lesser figure than \$50.00. 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 will use the exact amounts indicated during the course of the contract period.
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. The Vendor shall submit a copy of the Vendor's PennDOT Approved Formula for all bituminous products being bid to the CapCOG office or any CapCOG participating municipality/organization requesting the same with the method of computation regarding any increase/decrease of such items.
20. All materials, equipment and/or supplies must conform to the current regulations of the Department of Labor and Industry, PennDOT Specifications or any other departments having established state standard, by the Commonwealth of Pennsylvania.
21. Inspection of materials or in-place services performed is permitted by the representatives of the CapCOG member municipality/organization. The municipality/organization 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 or in-place services within the specified time, the municipality/organization 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 municipality/organization.
22. The bidder warrants to CapCOG that the price in this bid is neither directly nor indirectly the result of any agreement with any other bidder.
23. The CapCOG member municipality/organization/organization reserves the right to increase or decrease the quantity of the above materials/services in accordance with the requirements.
24. Every contract for construction, reconstruction, preparation, improvement or maintenance of public works shall contain a provision that any steel products used or supplied in the performance of a contract or any subcontract shall be made from steel made in North America, consistent with the Act of March 3rd, 1978 (no.3) known as the "Steel Products Procurement Act", as amended.
25. 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 municipality/organization 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.
26. **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.

27. **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 shall be made out to the participating municipality/organization included in the bid and shall reference CapCOG.
28. **A Payment Bond** for 100% of the total aggregate price is required by the awarded vendor within fourteen (14) days from the date of the award. The Payment Bond shall be made out to the participating municipality/organization/organization included in the bid and shall reference CapCOG.
29. **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.
30. The 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

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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 <u>Bidding</u> Information
Preferred Phone Number
Email

Contact Person for <u>Ordering</u> Information
Preferred Phone Number
Email

Contact Person for <u>Ordering</u> Information
Preferred Phone Number
Email