

# **Upper Macungie Township**

INVITATION TO BID #2018-12.01

FOR

**Disposition of Upper Macungie Township land at 150 Independent Road,  
commonly known as Independent Park**

UPPER MACUNGIE TOWNSHIP

December 20, 2018

**Due Date: December 20, 2018**

**Time: 10:00 A.M., Local Time**

## **NOTICE TO BIDDERS**

Upper Macungie Township is soliciting bids for the following:

**BID #2018-12.01 for disposition of property, with improvements erected thereon, located at  
150 Independent Road, Breinigsville, PA 18031**

Sealed bids will be accepted until 10:00 a.m., on Thursday, December 20, 2018. Bids should be delivered to the Township Secretary at the Upper Macungie Township Municipal Building.

On Thursday, December 20, 2018 at 10:00 a.m., the bids shall be publicly opened and read at the Upper Macungie Township Municipal Building.

Copies of the bid documents, including plans and specifications, may be viewed and obtained at the Upper Macungie Township Municipal Building starting immediately, between the hours of 7:30 a.m. and 4:00 p.m.

A bid security in the amount of ten percent (10%) of the bid price shall be submitted with the bid.

Any questions or concerns concerning this notice should be directed to Bruce Koller, Upper Macungie Township Finance Manager, at 610-395-4892.

Upper Macungie Township reserves the right to reject any and all bids to accept the bid which it determines is in its best interests.

Kalman Sostarecz  
Township Secretary

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### FORMS ATTACHED:

1. Bid Proposal Form
2. Bid Bond Form
3. Bidder Qualification Form
4. Non-Collusion Affidavit
5. Submission Check List Form
6. Plot Plan

## SECTION 1: BIDDER INSTRUCTIONS

### 1. DEFINED TERMS.

1.1. "Invitation to Bid Package" includes the following:

- (a) Notice to Bidders
- (b) Bidder Instructions
- (c) General Terms and Conditions
- (d) Scope of Work & Specifications
- (e) Bid Proposal Form
- (f) Bid Bond Form
- (g) Bidder Qualification Form
- (h) Non-Collusion Affidavit
- (i) Submission Checklist Form

1.2. "Bid Forms" shall mean the forms included in the Invitation to Bid Package to be completed by the Bidder.

1.3. "Bidder" means a person or company who responds to the Invitation to Bids.

1.4. "Township" shall mean the Township of Upper Macungie, Lehigh County, Pennsylvania.

1.5. "Successful Bidder" shall mean the highest, qualified, responsible and responsive Bidder to whom the Township, on the basis of the Township's evaluation as hereinafter provided, makes an award.

1.6. "Purchaser" shall mean a Successful Bidder who is awarded the contract with the Township and timely submits the required items pursuant to the terms and conditions set forth herein.

1.7. "Contract" is the Contract included herein that is to be executed by the Successful Bidder upon notification by the Township of an award of contract or Agreement of Sale.

### 2. BID FORMS.

2.1. All bids shall be made upon the Bid Forms provided with this Invitation to Bid Package. All blank spaces in the Bid Forms shall be clearly printed or typed in a legible manner. The Bid Forms must be signed in ink in all spaces in which signatures are required.

2.2. The Bid Forms shall be neither re-typed, nor scanned.

2.3. A Bidder may separate this Invitation to Bid Package to make copies thereof, but when submitted as a bid, it must be stapled with all pages in their numerical place.

2.4. Bidders must complete all Bidder Forms as listed on the Bidder Checklist Form.

3. **SEALED AND MARKED.** One (1) original and three (3) complete copies of the Invitation to Bid Package must be placed in a sealed envelope, the outside of which shall plainly contain the following: "Bid #2018-12.01, Disposition of Upper Macungie Township Property at 150 Independent Road"

4. **SUBMISSION DATE.** A complete Bid package must be delivered to the office of the Township Secretary, Upper Macungie Township, 8330 Schantz Road, Breinigsville, Pennsylvania, 18031, on or before the 20th day of December 2018, by 10:00 a.m. local time. The reception area clock located in the Upper Macungie Township Municipal Building shall be considered the official time. Bids submitted beyond this date and time will not be considered.

5. **OPENING OF BIDS.** Bids will be opened December 20, 2018, at 10:00 a.m. local time at the Upper Macungie Township Municipal Building.

6. **BID SECURITY/BID BOND.**

6.1. Bids shall be accompanied by cash, certified check, cashier's check, or other irrevocable letter of credit drawn upon a bank authorized to do business in the Commonwealth of Pennsylvania, or by a bond with corporate surety from a company authorized to do business in the Commonwealth of Pennsylvania, made payable to Upper Macungie Township, in the amount of ten percent (10%) of the bid; the estimated total on the Bid Worksheet.

6.2. The bid security of the Successful Bidder will be retained by the Township until Bidder has executed the Contract, furnished the security (if required), and met any other conditions, whereupon the bid security will be returned.

6.3. In the event the Successful Bidder fails to execute and deliver the Contract, and/or fails to furnish the required security (if required) within ten (10) days of notice of award, or if for any reason it cannot fulfill the obligation, in part or in its entirety, under the terms of the Contract, the Township has the right to select another Bidder and the bid security of the first Successful Bidder shall be forfeited as liquidated damages to the Township along with the difference in cost between the first Successful Bidder's price and the actual price paid to the Bidder who executes the Contract. The cost difference shall be paid by the default bidder to the Township within thirty (30) days after written notice is given to the default bidder.

6.4. The bid security for all other Bidders will be returned as soon as practicable after the award of the bid.

7. **CLARIFICATIONS, QUESTIONS, AND WAIVERS/MODIFICATIONS.** Any requests for clarifications, waivers, or modifications concerning the requirements and conditions set forth herein, or the plans, specifications, documents, or requirements must be made in writing and submitted to Bruce Koller, Finance Manager. The envelope containing the request should be clearly marked with the words "CLARIFICATION REQUEST" or "WAIVER/MODIFICATION REQUEST" along with the bid number and bid description. Responses to such requests will be provided to ALL Bidders in addition to the Bidder making the request. Responses will be provided via email, unless Bidder has notified the Township that email communication is unacceptable. Said request must be submitted at least five (5) days prior to the bid submission date. Questions and/or clarifications submitted after the bid submission date will remain unanswered.

**8. EXCEPTIONS.**

8.1. Any exceptions to terms, conditions, or other requirements in any part of this Invitation to Bid must be clearly pointed out in the Bid Proposal Form. Otherwise, the Township will consider that all items offered are in strict compliance with this Invitation to Bid, and the Successful Bidder will be responsible for compliance.

8.2. The Township reserves the right to disqualify a Bidder who takes exceptions to the terms, conditions, or other requirements. However, exceptions may be accepted by the Township if it finds that acceptance of such exceptions are in the best interests of the Township.

**9. BID WITHDRAWAL.**

9.1. At any time up to the hour and date set for opening of bids, a Bidder may withdraw its bid. Such withdrawal must be in writing and sent to the Township by certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Township and will not preclude the submission of another bid by such Bidder prior to the hour and date set for the opening of bids.

9.2. After the scheduled time for opening the bids, no Bidder will be permitted to withdraw its bid, and each Bidder hereby agrees that its bid shall remain firm until accepted or rejected. A bid made and opened may be withdrawn with the written permission of the Township if, in the Township's opinion, the bid is inconsistent with the best interest of the Township.

**10. CONTRACT AWARD AND EXECUTION.**

10.1. The Successful Bidder will receive written notice of the award of contract from the Township. The Successful Bidder shall deliver to the Township a fully executed Contract and Bond form(s), along with any other requested items within ten (10) days from the date of the award. Failure to furnish said documents to the Township within the time prescribed shall be considered a breach.

**11. QUALIFICATIONS.**

11.1. A Successful Bidder must possess the capability to fully perform the ~~Contract~~ requirements in all respects including possessing the necessary facilities, experience, organization, financial capacity, integrity, and reliability to fulfill the conditions of the Contract and its terms and specifications. Successful Bidder must submit evidence of financial capabilities to support its bid including financial statement, pre-approval letters from lending institutions and/or a combination thereof.

11.2. Bidder shall provide, as part of its bid, the information requested in the Bidder Qualification Form which is included in the Invitation to Bid Package.

**12. OTHER RESERVATIONS.**

12.1. The Township reserves the right to reject any and all bids, and to accept the bid which it determines is in its best interest.

12.2. The Township reserves the right to reject the bid of any Bidder who has demonstrated poor performance during either a current or previous agreement with the Township.

12.3. The Township reserves the right to choose any Bidder which, in its judgment, is best suited for the intended purposes.

12.4. The Township reserves the right to reject a bid as nonresponsive if it is materially unbalanced as to price(s).

13. **ANTI-BID RIGGING.** The bids of any Bidders who engage in collusive bidding shall be rejected. Any Bidder who submits more than one bid in such manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a Collusive Bidder. The Township may reject the bids of any Collusive Bidder upon bid openings of future projects. Nothing in this section shall prevent a Bidder from superseding a bid by a subsequent bid delivered prior to bid opening which expressly revokes the previous bid.

14. **INCURRING COSTS.** The Township is not liable for any cost or expense incurred by Bidders or prospective Bidders in the preparation of their bids or for attendance at any conferences, meetings, or site visits related to this Invitation to Bid.

**--- END OF BIDDER INSTRUCTIONS ---**

## SECTION 2: GENERAL TERMS AND CONDITIONS

1. **BIDDER INVESTIGATION.** It is each Bidder's responsibility to read, review and fully understand and acquaint itself with any and all plans, specifications, and documents contained in this Invitation to Bid Package. If applicable, Bidder should examine the location and conditions of the property. Bidders shall have no claim against the Township based upon ignorance of the nature or requirements of the property. Once the award has been made, failure to have read all of the terms, conditions, and specifications in this Invitation to Bid Package shall not be cause to alter any term of the Contract or provide valid grounds for the Bidder to seek reduction in the Bid Proposal.
2. **TAX EXEMPT.** As a political subdivision of the Commonwealth of Pennsylvania, the Township is exempt from Pennsylvania Transfer Taxes.
3. **INDEMNIFICATION.** The Successful Bidder hereby agrees to exonerate, defend, indemnify and save harmless the Township and its respective governing Boards, committees and commissions (including the individual members thereof), their elected and appointed officers and officials, and their respective managers, representatives, advisors, insurers, Engineers, Solicitors, other professional consultants, appointees, employees, agents, independent contractors, and assigns (collectively, the "Township Representatives"), from any and all claims (including claims of negligence), actions, awards, verdicts and judgments, together with reasonable counsel and expert witness fees, pertaining to, relating to, resulting from, caused by, sustained in connection with, based upon or arising out of the Successful Bidder's performance pursuant to the Contract.
4. **MARKETING.** No Bidders, including the Successful Bidder, shall use, in any form or medium, the name of the Township for promotional or marketing purposes without the Township's prior written consent.
5. **PAYMENTS.** Payment shall be submitted directly to: Accounts Payable, Upper Macungie Township, 8330 Schantz Road, Breinigsville, PA 18031.
6. **COMPLIANCE WITH APPLICABLE LAWS:** The Successful Bidder shall comply with applicable Federal, State, and local laws, rules, and ordinances including all building, fire, safety and electric codes and all relevant industry standards whether or not specifically mentioned herein.
7. **PENNSYLVANIA RIGHT-TO-KNOW LAW.** Effective January 1, 2009, all responses to this Invitation to Bid are subject to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 *et seq.*, (Act 3 of 2008). The Right-to-Know Law permits any requestor to inspect and/or copy any record prepared and maintained or received in the course of the operation of a public office or agency that is not subject to the enumerated exceptions under the law. If a bidder's response to the Invitation to Bid contains a trade secret or confidential proprietary information, the bidder should include with their response a separate signed written statement to that effect. Should the response become the subject of a Pennsylvania Right-to-Know Law request, the bidder will be notified by the Township to identify all trade secrets or confidential and proprietary information that is included in your response. The Township will then determine whether the claimed trade secret or confidential and proprietary information is subject to disclosure.

--- END OF GENERAL TERMS AND CONDITIONS ---



### SECTION 3: PROPERTY DESCRIPTION & SPECIFICATIONS

#### 1. Property Description.

The Township desires to dispose of a parcel of land, with improvements thereon, situate in Upper Macungie Township, Lehigh County, Pennsylvania, known as 150 Independent Road, Breinigsville, 18031, Parcel ID number 544448991514 1, 25.2833 acres, bounded and described as follows to wit:

Beginning at a point, along the westerly right-of-way line of Independent Road (L.R. 39066) PA Route 863 (880 feet wide), in line with property now or late of Allen H. Rohrbach; thence along the westerly right-of-way line of Pennsylvania Route 863 and traversing a 100 – feet wide drainage easement, the following five (5) courses and distances: (1) south 28° 56' 23" east 204.83 feet to a point of curvature, (2) curving to the right with a radius of 410.00 feet for a distance measured along the arc of the curve 104.03 feet to a point of tangency; (3) south 14° 24' 08" east 283.25 feet to a point; (4) south 12° 22' 38" east 260.74 feet to a point; (5) south 12° 37' 47" east 467.43 feet to a point along the northerly right-of-way line of Legislative Route No. 39046 south 81° 2' 32" west 294.21 feet to a point; thence along property now or late of Ronald E. Haas and the western line of a 15-foot wide utility easement, north 8° 40' 08" west 19.38 feet to a point; thence continuing along property now or late of Ronald E. Haas and property now or late of Edwin R. Haas, and the southern line of a 15-foot wide utility easement, north 65° 35' 08" west 280.99 feet to a point, marked by an iron pin; thence continuing along property now or late of Edwin R. Haas and along said easement, north 83° 48' 08" west 22.90 feet to a point marked by an iron pin; thence along property of Tract No. 2 of Oscar A. Larson Estate Sub-division and the center of a 20' wide utility easement the following three (3) courses and distances: (1) north 6° 42' 52" east 70 feet to a point, (2) north 67° 42' 25" west 300.60 feet to a point, (3) south 0° 14' 55" west 43.00 feet to a point, marked by an iron pin; thence along property now or late of Mark W. Seidel and the southern line of a 15-foot wide utility easement north 67° 32' 56" west 906.95 feet to a point along the southerly right-of-way line of Township Route T-554, also known as Folk Road (60-feet wide); thence along the southerly right-of-way line of Township Route T-554 the following two (2) courses and distances: curving to the right with a radius of 320.00 feet for a distance measured along the arc of the curve 146.24 feet to a point of tangency, (2) north 38° 00' 00" east 420.00 feet to a point: thence along property now or late of Allen H. Rohrbach and the northern line of a 15-foot wide utility easement and traversing a 100" wide drainage easement north 77° 42' 11" east 1,018.81 feet to the place of beginning.

**Containing 29.35903 acres**

**LESS AND EXCEPTING** a 4.0757-acre tract of land conveyed to Richard A. Hercik and Suzanne Hercik on November 7, 1984 and recorded in Lehigh County Deed Book Volume 1344, Page 1038.

#### **Improved Property Description**

The subject property is known as 150 Independent Road, Breinigsville, PA 18031. It is located within Upper Macungie Township, Lehigh County; and consists of a former single family detached residence converted to a two-level community center containing about 11,500 SF GBA (square feet gross building area), and a two-level maintenance-storage-garage containing about 15,000 SF GBA on an irregularly shaped, 25.2833-acre parcel.

The 25.2833 rolling acres embraces the two major improvements and a nine-hole, chip & putt, unsupervised golf layout together with macadam paved and lined parking for 10 vehicles on the lower side of the community center; 55 on the upper side; and 40 spaces adjacent to the maintenance garage. A macadam

paved driveway leads from Independent Road and forks to the two improvements on the hillside – with a secondary ingress-egress to the rear side on Folk Road.

There are reportedly three on-site wells and a windmill together with an on-site septic system. (municipal systems are not in any reasonable proximity). The acreage is lawn covered with shrub and shade with perimeter mature evergreens. A portion on the low side of the property is located in a FEMA Flood Hazard Area – but it does not impact the major improvements. The property is currently zoned RU 1.5. The purpose of the RU 1.5 District is to provide for development only at a very low intensity in areas where public water and sewer service are less likely to be able to be efficiently provided. To encourage the preservation of farmland by directing growth to occur at higher densities in areas where central utilities can be efficiently provided. To seek to minimize conflicts between agricultural and residential uses. For a list of Permitted Uses, Bidder should review the Upper Macungie Township Zoning Ordinance.

Built circa 1991 as a single family detached dwelling, the community center consists of a finished upper level accessed at grade from the top side, and a partially finished lower level accessed at grade from the downhill side. There is no interior connection or elevator. The upper level contains about 5,800 SF GBA and is in good condition – having been renovated into meeting rooms since acquisition by the Township.

The lower level is about 5,700 SF GBA and is rough finished awaiting floor and ceiling finishes and partitioning as may be sought. Plans and designs for final build-out and use may be sought; Success Bidder will need to acquire use & building permits to finish this level if it is to be used as conditioned space.

The two-level maintenance-storage-garage contains about 15,000 SF GBA on both levels and is utilized by the Township for vehicular and other storage needs. It too is in above average condition for its age and use.

## 2. SPECIFICATIONS.

- An Agreement of Sale will be executed, and balance of sale price will be due at settlement. Possession shall be given on the date of settlement which is to be scheduled within sixty (60) days of the bid award by the Township Board of Supervisors and to be held in Allentown, Pennsylvania.
- Successful Bidder shall have the financial capability to complete the purchase and conveyance of the Property and understands and agrees that its obligations hereunder are not in any way contingent or otherwise subject to:
  - The consummation of any financing arrangements or obtaining any financing
  - The availability of any financing to the Successful Bidder
- Conveyance will be by Special Warrant deed, with title to the Property being good and marketable and such as will be insured by a title insurance company authorized to do business in the Commonwealth of Pennsylvania at regular rates, free and clear of all liens, encumbrances and easements, except for the following: easements of roads; easements visible upon the ground; and privileges or rights of public service companies, if any.
- Successful bidder will be responsible for any real estate taxes and any transfer taxes associated with the property as well as any fees or costs of title insurance and recording fees that may be required pursuant to the transfer of this Property.
- Disclaimer – Upper Macungie Township is selling the property “as is - where is” without warranties of any kind, expressed or implied, as to the nature, quality, value or condition of the Property or any improvements thereon. The intention of information provided in this Bid is to provide general guidance as to the property in question.
- Contents of the buildings on this property are not subject to this bid and will remain in the possession of Upper Macungie Township.

- Successful Bidder must be able to prepare and execute all, and existing utility owners, if any, necessary easements to the Township of Upper Macungie. (stormwater for inspections)
- Agree and consent, through acceptance of their proposal, that any and all future development of the property conform to and comply with all zoning and subdivision/land development regulations currently in full force and effect
- Agree to terms of transitioning rentals for the current building prior to full ownership of the property
- Successful Bidder acknowledges that they inspected the Property and have done all of their due diligence before closing on the Property. Successful Bidder is relying only on the inspection of the Property made by the Successful Bidder and are not relying on any oral statement concerning the physical condition of the Property made by Upper Macungie Township representatives or agents or any written statement concerning the physical condition of the Property given to Successful Bidder by Upper Macungie Township except for written statements contained in this Agreement.
- The current Certificate of Occupancy will transfer with the Agreement of Sale contingent upon there being no change in use of the Property.
- Within ten (10) days of being awarded the bid, the Successful Bidder and the Township shall enter into an Agreement of Sale whereby the parties will memorialize all terms and conditions to be set forth in this Invitation to Bid.
- Bids will be reviewed and evaluated on the following basis:
  - Conformance to said objectives
  - Sale price offered and ability to finance
  - Best possible use of the property
  - Compatibility with the character of the area
  - Proposed time schedule for completion of the project

3. **PRICING.**

Minimum Bid: One Million Five Hundred Thousand and 00/100 dollars (\$1,500,000.00)

4. **DELIVERY.**

NA

5. **MISCELLANEOUS.**

To schedule a site visit, please contact Scott Faust, Director of Public Works, 610-395-4892, Monday through Friday, 8:00 am to 3:00 pm.

--- END OF SCOPE OF WORK & SPECIFICATIONS ---

**BID PROPOSAL FORM**

**Bid #2018-12.01, Disposition of Upper Macungie Township Property at 150 Independent Road**

BIDDER:

\_\_\_\_\_ (BIDDER)  
having an address of \_\_\_\_\_ (BIDDER'S ADDRESS)

hereby proposes to purchase the Property as required pursuant to the Invitation to Bid in accordance with all terms, conditions, and specifications contained therein.

The Bidder, which is organized and existing under the laws of the State of \_\_\_\_\_, having its principal offices in \_\_\_\_\_, is:

a Corporation  a Partnership  an Individual  Other (describe): \_\_\_\_\_.

**BIDDER'S REPRESENTATION:** The Bidder declares that it has read, reviewed, and fully understands with all of the terms, conditions, plans, specifications, requirements, locations, and conditions contained in and associated with this Invitation to Bid Package and that it has satisfied itself relative to the work to be performed and/or the goods to be provided.

**BID:** For the Purchase of the Property, the Bidder submits a bid in the amount of: \$ \_\_\_\_\_ / \_\_\_\_\_ Dollars  
(total in numerical format) (total in text format)

If applicable complete:

Item	Qty.	Unit	Description	Unit Price	Est. Annual Total
1					
2					
3					
4					
5					
				Estimated Total:	

**EXCEPTIONS:** The Township reserves the right to disqualify a bidder who takes exceptions to any terms, conditions, or other requirements. However, exceptions may be accepted by the Township if it finds that acceptance of such exceptions are in the best interests of the Township. Please list any Bidder exceptions:

Para. # \_\_\_\_\_ Explanation: \_\_\_\_\_  
Para. # \_\_\_\_\_ Explanation: \_\_\_\_\_  
Para. # \_\_\_\_\_ Explanation: \_\_\_\_\_

BID SECURITY/SURETY: A Bank Cashier's Check or Bid Bond in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is included with this Bid as required security, this being an amount equivalent to at least ten percent (10%) of the estimated total bid amount.

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\*If Bidder is a corporation, limited liability company, limited partnership, or general partnership, it must also be dated and signed by the company's Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer.

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

**BID BOND FORM**

**Bid #2018-12.01, Disposition of Upper Macungie Township Property at 150 Independent Road**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, \_\_\_\_\_ (“Bidder”), is submitting herewith to Upper Macungie Township, Lehigh County, Pennsylvania (hereinafter called the “Obligee”) a bid, in accordance with the terms, conditions, plans, and specifications contained in the Invitation to Bid Package for Bid# \_\_\_\_\_, for \_\_\_\_\_.

NOW THEREFORE, we, the Bidder and \_\_\_\_\_ (“Surety”) being authorized to transact a general surety business in the Commonwealth of Pennsylvania, are held and firmly bound unto the Obligee in the sum of \$ \_\_\_\_\_, lawful money of the United States of American, which represents Ten Percent (10%) of the total bid, for the payment of which sum, well and truly to be made, the Bidder and Surety hereby bind jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH the Bidder shall not withdraw its bid prior to the expiration of the award period after the opening of the bids; and shall comply with all requirements set forth in the Invitation to Bid Package and if Obligee accepts Bidder’s bid, and Bidder, within such time as may be specified, enter into the Contract in writing, and give bond, with Surety acceptable to the Obligee, covering the faithful performance of the said contract and payment of claims for labor, material, and equipment rental, all of which shall be supplied on the forms as specified by said Obligee this obligation shall be void. However, if the Bidder shall fail to fulfill any of its obligations noted above or set forth in the Invitation to Bid Package, Bidder shall pay Obligee the following amounts: 1) the amount of this bond as herein above set forth, and 2) the difference between the amount specified in the Bidder’s bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be void; otherwise to remain in full force and effect.

Contractor:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

Witness (or Attest if a corporation)  
  
\_\_\_\_\_

Surety:  
  
\_\_\_\_\_  
Title:

(Surety Seal)

**BIDDER QUALIFICATION FORM**

**Bid #2018-12.01, Disposition of Upper Macungie Township Property at 150 Independent Road**

1. Bidder (Legal Name of Business): \_\_\_\_\_

2. Type of Business:  a Corporation  a Partnership  an Individual  Other (describe): \_\_\_\_\_

3. Federal ID No.: \_\_\_\_\_

4. Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

5. President (or Managing Partner, etc.): \_\_\_\_\_

6. Years in Business: \_\_\_\_\_

7. List all other names under which your business has operated in the last 10 years:

\_\_\_\_\_

9. Previous contract with Upper Macungie Township? \_\_\_\_\_. If yes, describe: \_\_\_\_\_

The undersigned Bidder certifies that the above information herein is true, correct, complete and accurate.

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

**Bid #2018-12.01, Disposition of Upper Macungie Township Property at 150 Independent Road**

State of \_\_\_\_\_: County of \_\_\_\_\_: s.s.

I state that I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal. Further, I state as follows:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Contract, or to bid a proposal higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_ (Name of Company) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows:  
\_\_\_\_\_

I state that \_\_\_\_\_ (Name of Company) understands and acknowledges that the above representations are material and important and will be relied upon by the Upper Macungie Township in awarding the Contract(s) for which this bid is submitted. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Upper Macungie Township of the true facts relating to the submission of this bid.

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_



**BID #2018-12.01**

**Disposition of Upper Macungie Township Land at 150 Independent Road,  
Breinigsville, PA 18031**

**UPPER MACUNGIE TOWNSHIP**

**Site Visit Receipt**

Company: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Date of Visit: \_\_\_\_\_

Township Representative (Name & Title): \_\_\_\_\_

**SUBMISSION CHECK LIST FORM**

**Bid #2018-01, Disposition of Upper Macungie Township Property at 150 Independent Road**

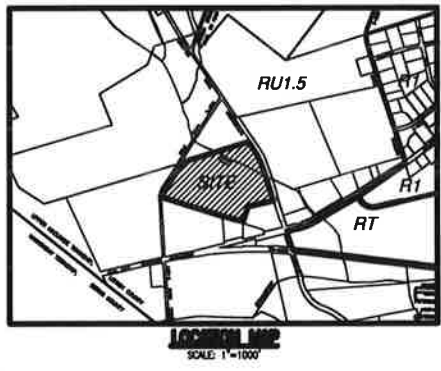
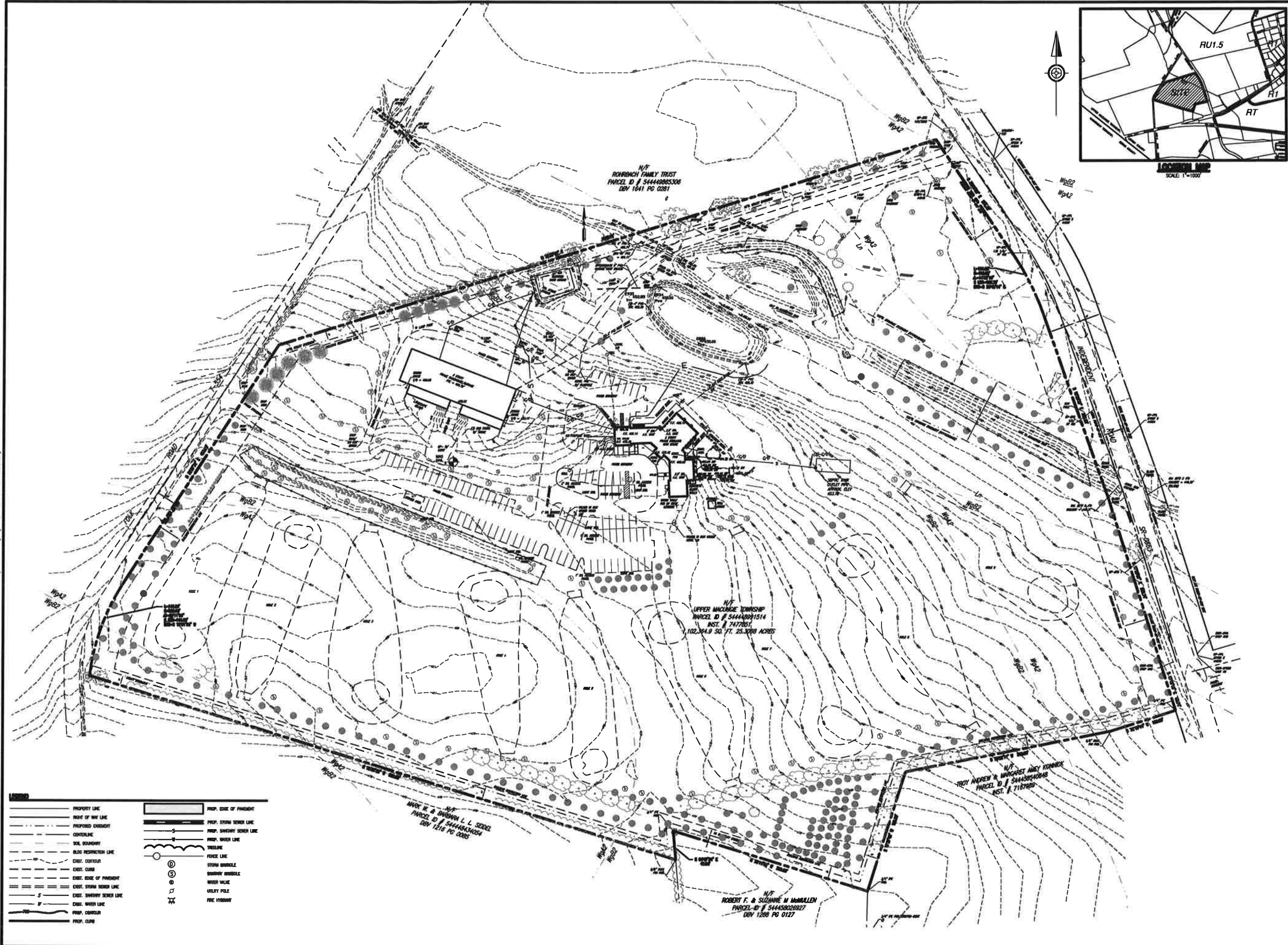
All Bidders shall include the original and three (3) copies of the following information with their Bid Proposal submission:

1. Bid Proposal Form
2. Bid Bond Form
3. Bidder Qualification Form
4. Non-Collusion Affidavit Form
5. Submission Checklist Form
6. Site Visit Verification Form
7. Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_
8. Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_
9. Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

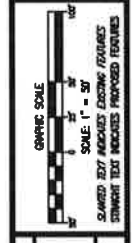
\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

P:\MKT\2021\1077-001-01-Independent\_Park\1077-001-01-01\_Existing\_Features\_Plan.dwg (Project: 1077-001-01-01) Date: November 28, 2014 14:28:00 KeyStone Consulting Engineers, Inc. West Office - USGS: 1077-001-01-01



PROPERTY LINE	PROF. EDGE OF PRISMATIC
RIGHT OF WAY LINE	PROF. STORM SEWER LINE
PROPOSED EASEMENT	PROF. SANITARY SEWER LINE
CONTOUR LINE	PROF. WATER LINE
SOIL BOUNDARY	TREELINE
BLOG RESTRICTION LINE	FENCE LINE
EXIST. CONVEYER	STORM MANHOLE
EXIST. CURB	STORM HUBBLE
EXIST. EDGE OF PRISMATIC	WATER VALVE
EXIST. STORM SEWER LINE	UTILITY POLE
EXIST. SANITARY SEWER LINE	FIRE HYDRANT
EXIST. WATER LINE	
PROF. CONTOUR	
PROF. CURB	



EXISTING FEATURES PLAN  
**INDEPENDENT PARK**  
**UPPER MACUNGIE TOWNSHIP**  
 1077-001-01-01

**KEYSTONE CONSULTING ENGINEERS, INC.**  
 Engineering firm of choice since 1972  
 6235 Hamilton Blvd., Westcoastville, PA 18106 • 610.395.0971  
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 www.keystone-engineers.com



DATE: 11/28/14  
 DRAWN BY: JMM  
 CHECKED BY: JMM  
 SCALE: AS SHOWN  
 JOB NUMBER: 1077-01-01  
 SHEET: 4 OF 6