

# Borough of Quakertown



**Parcel Number 35-007-008  
At or near Moores Court & Main Street  
Quakertown, PA 18951**

**BID PACKET**



**Bids Received by – Friday, January 18, 2019 no later than 11:00 a.m.  
Borough Manager's Office  
Borough of Quakertown  
35 North Third Street  
Quakertown, PA 18951  
Office: 215-536-5001**



**SPECIFICATIONS for PURCHASE OF THE PROPERTY**  
**Parcel No. 35-007-008**  
**Owned by the Borough of Quakertown**

**SECTION 1.00: INSTRUCTIONS TO BIDDERS**

**1.01 Sale:**

No real estate owned by the borough may be sold except **upon approval** of council by resolution. Additionally, no real estate owned by the borough may be sold for a consideration in excess of \$1,500, except to the highest bidder after due notice by advertisement for bids or advertisement of a public auction.

**1.02 Advertisement:**

The advertisement shall be published once in one newspaper of general circulation not less than ten days prior to the date scheduled for the opening of bids or public auction. The date for opening bids or public auction shall be announced in the advertisement.

**1.03 Award of contracts:**

The award of contracts shall be made only by public announcement at a regular or special meeting of council or at the public auction. All bids shall be accepted on the condition that payment of the purchase price in full shall be made at the time of the property transfer or no later than ninety (90) days of the date the bid is awarded. If no compliant bids are received after advertisement, the applicable procedures in the act of October 27, 1979 (P.L. 241, No. 78),<sup>1</sup> entitled "An act authorizing political subdivisions, municipality authorities and transportation authorities to enter into contracts for the purchase of goods and the sale of real and personal property where no bids are received," shall be followed.

**1.04 Rejection of bids:**

The council shall have the authority to reject any or all bids if the bids are deemed to be less than the fair market value of the real property. In the case of a public auction, the council may establish a minimum bid based on the fair market value of the real property.

**1.05 Preparation of Bids:**

Each bidder must submit a bid for the price for the entire property to include any and all easements or any and all parts of the property as defined by the parcel number. Bids should be priced as required by the associated specifications and the contract documents which form a part of this request for bids. The failure to conform to this requirement may result in the classification of a bid as "irregular" and may render same subject to rejection. The attachment of any condition, limitation, or ancillary provisions by a bidder to his or her proposal may cause a similar classification and have a similar effect, unless adequately explained as called for in Section 1.22 below.

All bids must be submitted on the bid form. All bids must be submitted in sealed envelopes bearing on the outside the name and address of the bidder, addressed to Scott C. McElree, Borough Manager, Borough of Quakertown, 35 North Third Street, Quakertown, PA 18951, with the indication on the lower left-hand side of such envelope

"Bid – Parcel Number 35-007-008. All required documents and other information accompanying the bids shall be contained and sealed in the bid envelope.

All bids must be submitted on or before 11:00 a.m. on Friday, January 18, 2019 to the Borough Manager's office. No bid will be accepted after such date and time, and any bids received after that date and time will be returned to the bidder unopened. Sealed bids will be publicly opened and read aloud in the Quakertown Borough Public Meeting Room at 11:15 a.m. on Friday, January 18, 2019.

Quakertown Borough reserves the right, in the exercise of its sole discretion, to reject any and all bids. Quakertown Borough likewise reserves the right to waive any non-conformity with respect to any bid or any error with respect to the same, which does not constitute a substantial departure from the General, and Detailed Specifications herein set forth. The determination of whether an error or departure is one of substance rests within the sole discretion of the Borough.

**1.06 Signature of Bidder:**

The firm, corporation, or individual name of a bidder must be manually signed in ink in the space provided on the bid form. In the case of a corporation, the title of the officer signing on behalf of such corporation must likewise be stated, the seal of the corporation must be affixed, and the corporate officer executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the Corporate Board of Directors indicating that officer's authority to make such a bid and submit such a bid on behalf of the corporation. In the case of a partnership, the signature of at least one partner must follow the firm name, together with an indication that the signature is that of a partner. In the event that some other agent of the partnership submits or executes a bid for the firm, he or she shall attach thereto a notarized statement executed by the proprietor, which designates him or her as an agent of the proprietorship authorized to execute and submit the bid in question.

**1.07 Bidder's Affidavit:**

Each bidder shall duly execute and deliver to Quakertown Borough, at the time of the submission of his or her bid, the Bidder's Affidavit on the form attached hereto. (Document B)

**1.08 Bid Bond:**

Each sealed bid shall be accompanied by a bid bond or certified check payable to the Borough of Quakertown in an amount equal to ten percent (10%) of the total amount of the bid to guarantee that in the event the bid is accepted and the contract awarded to the successful bidder, the contract will be duly executed.

**1.09 Bid Guaranty:**

A letter of credit or a pre-approval certificate from a legitimate and credible lending institution or entity guaranteeing the full bid price will be provided to the Borough with the bid submittal.

**1.10 Affidavit of Non-Collusion:**

Each bidder shall complete, sign, and deliver at the time of the submission of his or her bid an Affidavit of Non-Collusion on the form included herein and made a part of this proposal.

**1.11 Fair Market Value Proof:**

The successful bidder will be required to furnish proof by submitting and attaching to the bid proposal form an appraisal or fair market value analysis from a professionally recognized licensed real estate appraiser or a licensed real estate agent with experience in property fair market analysis.

**1.12 Competency of Bidders:**

Each bidder shall furnish Form D that he or she, or any parent, subsidiary, or affiliated corporation of the bidder understands the zoning allowances and restrictions of use applied to the property by the Borough of Quakertown Zoning Code.

**1.13 Withdrawal of Bid:**

No bid may be withdrawn, altered, or otherwise modified after it has been duly deposited with or at the office of the Quakertown Borough Manager, except in strict compliance with the Bid Withdrawal Act, (73 P.S. of 1601 et seq.).

**1.14 Disposition of Bid Guaranty:**

As soon as the highest responsible bidder has been selected, but in any event no more than (30) days from the date the successful bid is awarded or if no bids are awarded the date bids are rejected, all deposits or bonds submitted with the bids shall be returned to bidders, except the deposits or bonds made by the highest responsible bidder shall not be so returned until the such time the property transfers to the successful bidder. In the event the bidder to whom the contract award is made shall fail to execute and deliver the contract and the necessary conditions per these bid specifications the award shall be vacated, and Quakertown Borough shall then award the contract to the next highest responsible bidder. The first bidder's deposit or Bid Bond shall be forfeited as liquidated damages, or Quakertown Borough may, at its option, recover from such bidder the difference between the price of his or her bid and the amount of the contract as shall be subsequently awarded, applying said deposit or Bid Bond on account thereof.

If the next highest responsible bidder shall fail to execute and deliver the contract within ten days after said award, the award shall be vacated, and Quakertown Borough shall then award the contract to the third highest responsible bidder. The second highest bidder's deposit or Bid Bond shall be forfeited as liquidated damages, or Quakertown Borough may, at its option, recover from such bidder the difference between the price of his or her bid and the amount of the contract as shall be subsequently awarded, applying said deposit or Bid Bond on account thereof. If the third highest highest responsible bidder shall fail to execute and deliver the contract within ten days after said award, the award shall be vacated, and Quakertown Borough shall then not award any contract and shall, at its option, either again complete this proposal and request for bids, modified as necessary to obtain a successful contract, or await further direction from the Quakertown Borough Council.

**1.15 Interpretation:**

No interpretation of the meaning of the Instructions to Bidders, General or Detailed Specifications, or other contract documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of written addenda to this proposal and request for bids, which, if issued, will be mailed to all parties of record having received these documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under his or her bid as submitted from any obligation to conform to the requirements herein or in any such addenda set forth. Any and all addenda shall be signed by a bidder and returned as a part of the bid.

**1.16. Qualifications and Competency:**

The Borough may reject any bid received if a bidder is not qualified to carry out the obligations of the contract and to successfully receive the property as per the conditions set forth in these bid specifications.

**1.17 Financial Statements**

The Borough may require the successful bidder to submit additional financial statements in addition to the mortgage pre-qualification certificate or letter of credit from a qualified lending institution within 10 days of the bid being awarded. The Borough may disqualify the bid if the required financial information is not received and award the bid to the next highest bidder process as per section 1.14. Any financial information received by the Borough will be used solely for this evaluation.

**1.18 Award of Contract:**

Award of the contract by Quakertown Borough Council, if made, will be made on or before the sixty (60) days following the award of bids, to the highest responsible bidder whose bid complies in all respects with the requirements as stated herein. Quakertown Borough reserves the right to reject any or all bids if in the interest of the Borough it deems advisable to do so. The Borough also reserves the right to reject any bid where the bidder fails to furnish any of the documents required to be filed with the bid, or fails to provide any pertinent information required, or misstates or conceals any material fact, or when the Borough determines that a bidder is not responsible. After bids have been opened and studied, Quakertown Borough reserves the right to choose that bid which it believes meets the best interest of the municipality, provided that such bid complies in all respects with the requirements as set forth herein. Quakertown Borough shall determine whether a bidder is responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications. The Borough may also require any bidder to furnish additional information that may be required by the Borough to make a determination for the most responsible bid.

**1.19. Disqualification of Bidders:**

Although not intended to be an exhaustive list of causes for disqualification, anyone or more of the following causes, among others, may be considered sufficient for the disqualification of the bidder and rejection of its bid:

- a. Evidence of collusion among bidders;
- b. Lack of competency;
- c. Lack of responsibility as shown by past conduct or reputation; and/or
- d. Default on a previous contract;
- e. Lack of ability to purchase the property and/or comply with any and all conditions as set forth in these bid specifications.

**1.20. Legal Requirements:**

In performing the contract, the successful bidder is responsible to comply with, and shall comply with, all applicable Federal, State, and local laws, ordinances, and regulations. Before submitting a bid, each bidder shall become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the bidder's ability to meet the conditions of the contract.

**1.21 Term of Contract:**

The contract awarded hereunder shall be binding and irrevocable unless the Borough determines that prior to the transfer of the property to the successful bidder conditions exist that may be detrimental to the Borough and the Borough reserves the right to cancel the contract.

In the event of a breach of contract, the property will revert to the Borough of Quakertown and the agreed amount of the bid, less fees, will be transfer back to the successful bidder. Council reserves the right to waive the fees in the event the property reverts back to the Borough of Quakertown.

**1.22 Bid:**

Each bidder shall submit his or her bid for the purchase of Parcel No. 35-007-008 Quakertown PA 18951 on the Bid Form (Document H) included in and made a part hereof.

**1.23 Conditions, Exclusion, or Changes to the Bid Conditions or Specifications:**

No conditions, exclusions, or changes to the bid conditions or specifications shall be allowed, except insofar as the bidder can show that the resulting bid conditions or specifications would be in the mutual interest of Quakertown Borough and the bidder. If the bidder wishes to include any conditions, exclusions, or changes to the bid conditions or specifications, he or she shall provide a full and comprehensive discussion as to why such conditions, exclusions, or changes to the bid conditions or specifications are necessary in the mutual interest of Quakertown Borough and the bidder.

**1.24. Further Inquiry:**

The Borough reserves the right to make further inquiry into the responsibility of the apparently successful bidder after bid opening. The bidder warrants, by the submission of a bid, that the bidder will cooperate fully with such inquiries, including, without limitation: (a) submitting additional documents or other evidence to support (i) statements made on the qualification questionnaire, (ii) the bidder's financial status, or (iii) any other aspect of the bid; and (b) making available for review of the bidder's experience with property development if applicable.

**SECTION 2.00: GENERAL SPECIFICATIONS**

Bidders are hereby advised that upon the award of the contract, all items, conditions, provisions, and procedures set forth in the Notice to Bidders, Instructions to Bidder, the General and Detailed Specifications, and the forms and affidavits pursuant thereto shall be a part of the service contract. Except as may otherwise hereinafter be set forth, the term "contractor" shall mean the highest responsible bidder to whom the contract has been awarded and has been executed and delivered such contract to Quakertown Borough.

**2.01 Obligation of the Contractor:**

The contractor shall, at his or her own cost and expense, and in strict conformity with the hereinafter contained or hereto annexed specifications and the contract, furnish all necessary information and steps to meet all conditions to obtain possession of the property identified within these specifications.

**2.02 Obligation of Quakertown Borough:**

Quakertown Borough is obligated to adhere to all conditions of the bid specifications and contract and will strictly comply with all Federal and State laws and Borough Ordinances and codes as required.

**2.03 Supervision by the Contractor:**

The successful bidder will provide the Borough Manger the name, address, and emergency contact information of a person designated to be the lead contact person representing the successful bidder during the time at which the bid is awarded and until such time the property is transferred to the contractor.

**2.04 Notice to the Contractor:**

The residence or place of business designated in the proposal and bid as indicated in Document D, upon which this contract is founded is hereby designated as a place at which all notices, letters, and other communications shall be served, and to which all notices, letters, and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind that may of necessity be hereafter dispatched may be sent by regular mail, and the contractor shall be deemed to have received said notice. If the document in question has been addressed to the contractor at the aforesaid address and has been deposited in a post-paid envelope or wrapper in any Post Office Box regularly maintained by the United States Postal Service, the date of service of the notice or other communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the contractor personally, it being agreed that personal service, while not required, is superior to the general mode of service by mail as prescribed herein. Should the contractor relocate or his or her mailing address be changed, the Borough should be notified of the change as soon as possible.

**2.05 Liability and Damages:**

In the event the contractor develops the property, the contractor shall defend, indemnify, and save harmless the Borough of Quakertown, its officers, agents, employees, and assigns, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs, and expenses (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by, or asserted against Quakertown Borough, its officers, agents, employees, and assigns, by reason of (a) any work performed by the contractor or any of its agents, subcontractors, servants, or employees; (b) any act or omission on the part of the contractor or any of its agents, subcontractors, servants, or employees for which Quakertown Borough may be found liable; (c) any accident, injury (including death), or damage to any person or property occurring upon the roadways or property arising out of the use thereof by the contractor or any of its agents, subcontractors, servants, or employees; (d) any failure on the part of the contractor to perform or comply with any of the covenants, agreements, terms, or conditions contained in any contract awarded as a result of the submittal of a proposal in response to this specification; and (e) payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits arising out of any use thereof by the contractor or any of its agents, subcontractors, servants, or employees. The contractor shall indemnify, save harmless, and defend the Borough of Quakertown, its officers, agents, employees, and assigns, from any and all claims and demands of whatever kind which arise directly or indirectly from the contractor's operations including, but not limited to, taxes and special charges by others.

**2.06 Insurance:**

The contractor shall maintain insurance issued by an insurance carrier satisfactory to Quakertown Borough to protect the parties hereto from and against and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury, or damage as covered in Section 2.05. Such insurance shall be maintained at the contractor's sole expense as follows:

- A. Property insurance that insures any and all property to include any and all buildings, contents, external equipment, and land so as to cover the value of the property
- B. Contractor shall also carry insurance that will protect it and Quakertown Borough, its officers, agents, employees, and assigns, from all claims under any Workers' Compensation Law in effect which may be applicable to them. The aforementioned policies of insurance shall be specifically designated to protect Quakertown Borough, its officers, agents, employees, and assigns, from all claims and damages, including wrongful death claims, of any kind or nature whatsoever, which may arise from the operations of the contractor in the performance of the contract, whether such operations be controlled by the contractor or by someone either directly or indirectly employed by the contractor for the purpose of accomplishing some obligation upon the contractor by the terms of the service contract. All of the insurance policies herein mentioned, including the Workers' Compensation policy, shall be written with companies acceptable to Quakertown Borough and authorized to do business in the Commonwealth of Pennsylvania, and shall be obtained and properly endorsed before any operations of the contractor are commenced within the Borough. All of these said policies shall remain in full force and effect until expiration of the term of the contract or the completion of all duties to be performed hereunder by the contractor, whichever shall occur later. Contractor shall likewise deposit with Quakertown Borough either the original policies of insurance herein mentioned or certified copies thereof, in addition to a Certificate of Insurance as shown in the forms enclosed with the specification. Each and every policy of insurance herein mentioned and required pursuant to the terms of the contract, including the Workers' Compensation policy, shall carry with it an endorsement to the effect that the insurance carrier will convey to Quakertown Borough by certified mail written notification of any modifications, alterations, or of the cancellation of any such policy or policies or the terms thereof, and said written notice shall be dispatched to the Borough Manager, Quakertown Borough, 35 North Third Street, Quakertown, PA 18951, at least thirty (30) days prior to the effective date of any such modification, alteration, or cancellation.

It shall be the responsibility of the contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect Quakertown Borough, its officers, agents, employees, and assigns, from any and all claims, whatsoever their nature, regardless of whether the same are directed toward the recovery of damages for either personal injuries or property damages or any other element of damage which may be incident to and include all direct or indirect employees of the contractor.



## **SECTION 3.00: DETAILED SPECIFICATIONS**

### **3.01 Definitions:**

For the purposes of this invitation to bid, the following words and phrases shall have the meaning given herein.

**Approvals** – Any and all matters that require application for review and authorization from any entity by where a requirement to improve, change, or develop the property is necessary by law, regulation, or policy.

**Borough** – Borough of Quakertown, Pennsylvania

**Commonwealth** - the Commonwealth of Pennsylvania.

**Contractor** – the person who enters into the contract as identified in these specifications.

**County** - the County of Bucks, Pennsylvania.

**Newspaper** – a newspaper of regular circulation within the Quakertown Community.

**Permit** – The official document that indicates an approval has been granted.

**Person** - any individual, firm, partnership, corporation, cooperative enterprise, trust, federal institution or agency, state institution or agency, municipality, other governmental agency or any other entity or any group of such persons which is recognized by law and is subject of rights and duties.

**Plans** - any plan required to obtain approvals, permits, certificates, or authorizations to purchase and develop the property.

**Property** – all buildings, contents, exterior items, and land within the identified parcel.

**LR Zoning District** – The purposes of the Low Density Residential District are to provide areas to meet the needs of the present and expected future residents in single-family detached dwellings, to protect residential neighborhoods from the negative impacts of incompatible land uses, and to protect residents' privacy, access to air and solar energy, and investments of money, time and pride in their community. (Chapter 27, §306)

### **3.02 Fair Market Value of Property:**

The Borough of Quakertown will only consider bids that meet the fair market value of the property. All bids must be supported by and accompanied by an appraisal or fair market value analysis from a professionally recognized licensed commercial real estate appraiser or a licensed commercial real estate agent with experience in commercial property fair market analysis.

### **3.03 Preparation to bid:**

#### **3.03.1 Property Information:**

It is strongly suggested that each bidder contact Doug Wilhelm, Borough of Quakertown Code Enforcement Superintendent at [dwilhelm@quakertown.org](mailto:dwilhelm@quakertown.org) with any questions regarding the property.

#### **3.03.2 Follow-Up Questions:**

All questions must be submitted in writing by email to Doug Wilhelm, Borough of Quakertown Code Enforcement Superintendent at [dwilhelm@quakertown.org](mailto:dwilhelm@quakertown.org) and all answers will be returned by email to all persons acquiring a bid package from the Borough of Quakertown. The Borough will make every attempt to answer each question within 48 hours up until the forty eight (48) hours prior to the due date of the submitted bids. The Borough will answer all questions to the best of its ability but will not be responsible for the accuracy, factualness, or timeliness of information.

**3.03 Property Description**

The property is located at or near Moores Court & Main Street Quakertown Pennsylvania 18951, and represents one parcel, Parcel number 35-007-008. The property contains 13,216 square feet of gross land area and lies within a LR zoning district.

**3.04 Property Condition**

The property is being sold "as is" condition. The Borough will not agree to any alterations, preparation, changes to the property, or make any guarantees or warranties as to the condition of the property.

**3.05 Liens**

The Borough will convey the property at the time of sale without any liens attached to the property.

**3.06 Property Use**

The Borough will only permit certain uses that are consistent with Federal, State, County, and Borough laws and codes that are permitted in the LR district. The property may be subject to existing non-forming uses and it is the sole responsibility of the contractor to make any necessary inquiries to have a full understanding the the applicable zoning laws and regulations. It is strongly suggested that each bidder contact Doug Wilhelm , Borough of Quakertown Code Enforcement Superintendent at [dwilhelm@quakertown.org](mailto:dwilhelm@quakertown.org) with any questions regarding the property. (Refer to the enclosed 27 Attachment 1, LR Use.)

**3.08 Property Transfer**

The contractor agrees to transfer and take ownership of the property within 60 days from date of executed contract.

**3.09 Approvals**

All approvals are the responsibility of the contractor and any approvals that pertain to zoning matters must be received within sixty (60) days from the day the bid is awarded. The Borough reserves the right to continue with the transfer of the property within ninety (90) days of the date of the bid award or vacate the bid award, and Quakertown Borough shall then award the contract to the next highest responsible bidder. The bidder's deposit or Bid Bond shall be forfeited as liquidated damages.

**3.10 Cooperative Actions:**

The successful bidder shall cooperate with Quakertown Borough for the sale and if applicable, the development of the property.

**3.11 Miscellaneous:**

As used in this document, all pronouns and any variations therefore shall refer to the masculine, feminine, or neuter; singular or plural; as the identity of the person or entity may require. This document shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts executed and wholly performed in Pennsylvania. The headings preceding the text of the several paragraphs of this document are inserted solely for convenience of reference and shall not constitute a part of this document, nor shall they affect its meaning, construction, or effect.

**3.12 Bid Bond:**

Each sealed bid shall be accompanied by a bid bond or certified check payable to the Borough of Quakertown in an amount equal to 10% percent (10%) of the total amount of the bid to guarantee that in the event the bid is accepted and the contract awarded to the successful bidder, the contract will be duly executed. (Referenced in section 1.08)

**3.15 Ambiguities:**

The bidder acknowledges that (a) he or she has had a reasonable and adequate opportunity to review the bid specification and the description and condition of the property, the contract documents and the property location, and (b) any ambiguities, inconsistencies, conflicts, or other issues as to the nature of the bidder's performance under the contract have been brought to the attention of the ability to successfully bid and if awarded the bid, meet all the conditions of the contract have been brought to the attention of the Borough and resolved.

**3.16 Severability:**

If any portion of the contract shall be deemed by any court of competent jurisdiction to be void, or unenforceable, the remaining provisions shall continue in full force and effect.

**3.17 Integration:**

This contract forms the entire agreement of the parties with respect to the subject matter of the contract, and the contract supersedes any prior agreements or understandings between the parties.

**CONTRACT**

This AGREEMENT made this day \_\_\_\_ of \_\_\_\_\_, 2019, between the BOROUGH OF QUAKERTOWN, in the County of Bucks and Commonwealth of Pennsylvania, party of the first part (hereinafter known as the Borough) and \_\_\_\_\_ of \_\_\_\_\_ party of the second part (hereinafter known as contractor).

WHEREAS, the Borough has duly accepted Contractor's bid proposal dated \_\_\_\_\_, and in reliance thereon has awarded this Contract to Contractor, as highest responsible bidder; and WHEREAS, Contractor has had a full opportunity to read and review all of the contract documents and has submitted a proposal in conformance with all of said documents, NOW, THEREFORE, for and in consideration of the mutual promise contained herein the parties hereto covenant, contract, and agree as follows:

1. The Contractor agrees to purchase the property located at or near Moores Court & Main Street Quakertown Pennsylvania 18951, and represents one parcel, Parcel number 35-007-008. from the Borough of Quakertown for the bid and agreed price of \$ \_\_\_\_\_ and fully understands and agrees that the aforementioned property is being sold in the "as is" condition.
2. All bid documents, including the following specifically enumerate documents, are made a part of this contract by reference: Bid Bond (Document A); Bidder's Affidavit (Document B); Non-Collusion Affidavit (Document C); Bidder's Questionnaire (Document D); Bid Form (Document H).
3. It is understood, acknowledged, and agreed that the Contractor fully understands that the Borough of Quakertown will only permit certain uses that are consistent with Federal, State, County, and Borough laws and codes that are permitted in the LR district. The

property may be subject to existing non-forming uses and it is the sole responsibility of the contractor to make any necessary inquiries to have a full understanding of the applicable zoning laws and regulations. The contractor also acknowledges that it is strongly suggested that each bidder contact Doug Wilhelm, Borough of Quakertown Code Enforcement Superintendent at [dwilhelm@quakertown.org](mailto:dwilhelm@quakertown.org) with any questions regarding the property, and that the contractor agrees to transfer and take ownership of the property within ninety (90) days from date of executed contract. All approvals are the responsibility of the contractor and any approvals that pertain to zoning matters must be received within sixty (60) days from the day the bid is awarded. The Borough reserves the right to continue with the transfer of the property within ninety (90) days of the date of the bid award or vacate the bid award, and Quakertown Borough shall then award the contract to the next highest responsible bidder. The bidder's deposit or Bid Bond shall be forfeited as liquidated damages.

4. The Contractor agrees to provide such insurance and shall be maintained at the contractor's sole expense as follows: Property insurance that insures any and all property to include any and all buildings, contents, external equipment, and land so as to cover the value of the property and that the Contractor shall also carry insurance that will protect it and Quakertown Borough, its officers, agents, employees, and assigns, from all claims under any Workers' Compensation Law in effect which may be applicable to them. The aforementioned policies of insurance shall be specifically designated to protect Quakertown Borough, its officers, agents, employees, and assigns, from all claims and damages, including wrongful death claims, of any kind or nature whatsoever, which may arise from the operations of the contractor in the performance of the contract, whether such operations be controlled by the contractor or by someone either directly or indirectly employed by the contractor for the purpose of accomplishing some obligation upon the contractor by the terms of the service contract. All of the insurance policies herein mentioned, including the Workers' Compensation policy, shall be written with companies acceptable to Quakertown Borough and authorized to do business in the Commonwealth of Pennsylvania, and shall be obtained and properly endorsed before any operations of the contractor are commenced within the Borough. All of these said policies shall remain in full force and effect until expiration of the term of the contract or the completion of all duties to be performed hereunder by the contractor, whichever shall occur later. Contractor shall likewise deposit with Quakertown Borough either the original policies of insurance herein mentioned or certified copies thereof, in addition to a Certificate of Insurance as shown in the forms enclosed with the specification. Each and every policy of insurance herein mentioned and required pursuant to the terms of the contract, including the Workers' Compensation policy, shall carry with it an endorsement to the effect that the insurance carrier will convey to Quakertown Borough by certified mail written notification of any modifications, alterations, or of the cancellation of any such policy or policies or the terms thereof, and said written notice shall be dispatched to the Borough Manager, Quakertown Borough, 35 North Third Street, Quakertown, PA 18951, at least thirty (30) days prior to the effective date of any such modification, alteration, or cancellation.

5. The Contractor agrees with all of the conditions as stated in the *Specification for Purchase* and further agrees to fully cooperate with the Borough of Quakertown for the sale and development of the property.

6. In the event of any dispute between the parties hereto as to compliance with the terms and provisions hereunder, said dispute may, at the option of the Borough, unless

otherwise provided hereunder, be submitted to the American Arbitration Association in Philadelphia, Pennsylvania for arbitration, whose decision shall be final and binding upon the parties, provided, however, that a party shall first give the other party written notice, forty-eight (48) hours prior to such submission to the American Arbitration Association and shall make known in said notice the nature of the dispute and the requirements considered by the party to be necessary to be met in order to avoid arbitration. Failure of the Borough to avail itself of arbitration under the terms and conditions hereof, with respect to the American Arbitration Association, shall not be deemed to constitute a waiver of Borough's rights to pursue any and all other remedies in law or equity for the determination and/or satisfaction of its rights hereunder.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, hereby have caused this contract to be signed, sealed, and delivered with their seals attached, duly attested, the Day and year above written.

ATTEST:

\_\_\_\_\_  
Manager  
(Borough Seal)

ATTEST:  
QUAKERTOWN BOROUGH COUNCIL

\_\_\_\_\_  
President

"CONTRACTOR" known as:

\_\_\_\_\_  
Duly Authorized President or Owner

\_\_\_\_\_  
Secretary or Partner  
(Corporate Seal)

NOTE: If Contractor is corporation, copy of Resolution of Board of Directors of corporation authorizing execution hereof must be attached.

**FORMS ENCLOSED WITH SPECIFICATIONS**

- Bid Bond (Document A)
- Bidder's Affidavit (Document B)
- Non-Collusion Affidavit (Document C)
- Bidder's Questionnaire (Document D)
- Bid Form (Document H)

**Forms to Be Submitted with Bid**

- Bid Form
- Bid Bond
- Authorization Resolution (If Required)
- Bidder's Affidavit
- Non-Collusion Affidavit
- Bid Bond or Certified Check
- Bid Guarantee
- Bidder's Questionnaire

**Property Identification**

County	Bucks	Site	MAIN ST
Municipality	35 QUAKERTOWN BOROUGH		QUAKERTOWN 18951
Parcel #	35007008	Mailing Address	PO BOX 727
Pin #			QUAKERTOWN PA 18951-0727
Grantor		Owner Occupied	No
Grantee	QUAKERTOWN BORO	Additional Owner	
Block/ Unit #	007 008	Latitude	
Census Tract		Longitude	
Deed Book / Page	1657 0482	School District	Quakertown
Deed Date		Property Type	Exempt
Instrument #		Neighborhood	

**Land / Utilities**

Lot Size SF	12458	Lot Dimension	
Lot Number		Lot Description	
Lot Shape		Lot Acreage	.285
Lot Frontage		Lot Depth	
Subdivision		Zone Code	R2
Land Use	9941 LOCAL GOVT VACANT/MISC	Roads	
Land Type		Traffic	
Topography		Location	
Water	Public	Sewer	Public
Gas		Fuel	Unknown

**Residential Building Characteristics**

Fireplace	1	# of Total Rooms	
Garage		# of Full Baths	
Basement	Unknown	# of Half Baths	
Finished Basement SF		# of Bedrooms	
Year Built	0000	# of Floors	.0
Family Room		# Units	
Condition		Degree Remodeled	
Bldg Style		Heating	
Central Air		Swimming Pool	
Attic		Living Area SF	
Exterior		Out Bldg Value	

**Commercial Building Characteristics**

# Units		Ttl Bldg Sq Ft	
Basement	No	Lease Sq Ft	
Heating		Building Use	
Cooling		Structure Type	
Park Spaces		Year Built	0000
Exterior		# Floors	
Overhead Doors	00	Sprinkler	
Elevator	No	Condition	

**Sales / Assessments**

Land Assessment		Building Assessment	
Land Exemption		Building Exemption	
Total Assessment		Taxable Assessment	
Local Taxes	\$0.00	Sale Validity	
School Taxes	\$0.00	Steb Validity	
County Taxes	\$0.00	Previous Sale Date	
Total Taxes	\$0.00	Previous Sale Price	\$0.00
Latest Sale Date	6/7/1962	Last Sale Price	\$0.00
Corrected Assessment		Corrected Taxes	\$0.00
Computed Market Value	\$0.00	Dollar Change	

**US Census Statistical Data for Census Tract**

Total Population	% Population < 18
% Population 18-24	% Population 25-44
% Population 45-64	% Population 65+
Median Age	Nbr Housing Units
Avg Household Size	% Single Household
Median Family Income	PerCapita Income

**History**

**DOCUMENT A  
BID BOND**

There is enclosed herewith a bid bond or certified check, drawn to the order of the Borough of Quakertown, in the amount of ten percent (10%) of the total bid price to guarantee that in the event the bid is accepted and the contract awarded to the highest responsible bidder. In the event the bidder is awarded the bid and fails to execute the contract and/or provide a letter of credit or a pre-approval certificate from a legitimate and credible lending institution or entity guaranteeing the full bid price within five (5) days of notification of the bid award, or insurance as required, bidder agrees that the Borough of Quakertown shall retain/collect the ten percent (10%) of the total bid under the bid bond as liquidated damages. Bidder agrees to sign all papers necessary to accomplish Quakertown Borough's receipt of the bid bond monies as indicated above. It is understood that the bid bond and/or certified check is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned bidder, submitting this proposal, certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham, directly or indirectly, with any person or bidder, to submit a sham bid, or that such other person shall refrain from bidding; and has not in any manner, either directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder; or to secure any advantage over the Borough of Quakertown or any person interested in the proposed contract; and further, that such bid, or the contents herein; or divulged information, or data relative thereto to any association or to any member agent thereof; and that not Borough official or employee of said Borough is interested, whether directly or indirectly, in the bid or any portion of the bid, nor in the contract or any part of the contract which may be awarded to the undersigned in the basis of such bid.

Dated: \_\_\_\_\_, 2019

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(Seal)\*

\* NOTE: If the bidder is a corporation, a corporate seal must be affixed and attached thereto; and there shall be a certified copy of a resolution of the Corporate Board of Directors indicating that the officer signing the above proposal and bid has the authority to make said proposal and bid and submit it for the Corporation.



**DOCUMENT B  
BOROUGH OF QUAKERTOWN  
COUNTY OF BUCKS  
BIDDER'S AFFIDAVIT**

I, \_\_\_\_\_, being duly sworn, deposes that he/she resides at \_\_\_\_\_ and that he/she is the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Bidder).

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, and that the seal attached thereto is the seal of the bidder, and that each, every, and all declarations and statements contained in the bid and any and all affidavits, questionnaires, and documents submitted pursuant to the proposal for bids are true to the best of my knowledge and belief.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Name of Company)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
My commission expires \_\_\_\_\_  
(Notary Public in and for County)

SEAL

**DOCUMENT C  
BOROUGH OF QUAKERTOWN  
COUNTY OF BUCKS  
NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ (Affiant) being duly sworn, deposes and says that I am \_\_\_\_\_ (Sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_ (Bidder's Name) of the party making the foregoing bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the participating municipality (Quakertown Borough) or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Name of Company)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
My commission expires \_\_\_\_\_  
(Notary Public in and for County)

SEAL

**DOCUMENT D  
BIDDERS QUESTIONNAIRE**

Company/Person Name: \_\_\_\_\_

Company/Person Address: \_\_\_\_\_

Company/Person Telephone Number: \_\_\_\_\_

Chief Executive Officer of Company: \_\_\_\_\_  
(If a company)

I, \_\_\_\_\_ acknowledge that I fully understand all of the applicable zoning allowances and restrictions regarding the use applied and attached to the subject property as regulated and promulgated by the Borough of Quakertown Zoning Code, Chapter 27.

\_\_\_\_\_

(Affiant)

\_\_\_\_\_

(Name of Company)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

SEAL



**DOCUMENT H**  
**BOROUGH OF QUAKERTOWN**  
**PROPOSAL BID FORM**  
**Parcel Number: 35-007-008**

PERSON \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

The undersigned acknowledges that the Borough of Quakertown has afforded the bidder of an inspection of the property located at or near Moores Court & Main Street Quakertown Pennsylvania 18951, and represents one parcel, Parcel number 35-004-422. The Borough will only permit certain uses that are consistent with Federal, State, County, and Borough laws and codes that are permitted in the LR district. The property may be subject to existing non-forming uses and it is the sole responsibility of the contractor to make any necessary inquiries to have a full understanding the the applicable zoning laws and regulations. It is strongly suggested that each bidder contact Doug Wilhelm , Borough of Quakertown Code Enforcement Superintendent at [dwilhelm@quakertown.org](mailto:dwilhelm@quakertown.org) with any questions regarding the property.

The property is being sold in "as is" condition. The Borough will not agree to any alterations, preparation, changes to the property, or make any guarantees or warranties as to the condition of the property.

The bidder acknowledges that he/she has read and understands the general and specific bid specifications as presented in the *SPECIFICATIONS for PURCHASE OF THE PROPERTY* and has had the opportunity to contact the Borough of Quakertown with any questions regarding the bid specifications.

Please indicate below the bid price:

**BID:** \$ \_\_\_\_\_

**INTENDED USE OF PROPERTY:**

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*(Use & attach separate piece of paper if more space is required)*

Submitted by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
*(Authorized Agent)*