

**BOROUGH OF MACUNGIE  
CURBSIDE LEAF COLLECTION  
INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

1. **BID PREPARATION**

- a. Bid proposals must be written in ink or typewritten and shall be submitted on the forms provided with the bid packet. Unsigned bids will not be accepted. No bid shall be considered if received after the time shown in Notice to Bidders. Erasures or other changes must be initialed by the person signing the bid.
- b. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and city of incorporation must be shown below the signature.
- c. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- d. All names must be typed or printed below the signature.
- e. The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- f. The address and telephone number for communications regarding the Bid must be shown.

2. **DEFINED TERMS**

The term "Bidder" and "Contractor" means one who submits a Bid directly to owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Notice to Bidders, Instructions to Bidders and Terms and Conditions, the Bid Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). The term "Purchaser" or "Owner" shall mean the Borough of Macungie.

3. **BID SECURITY**

- a. Each bid must be accompanied by Bid Security made payable to Macungie Borough in amount of 10% of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety company authorized to do business in the Commonwealth of Pennsylvania.
- b. The Bid bond shall be retained as liquidated damages in the event of a failure of the successful bidder to execute a contract within ten (10) days after award or to give satisfactory surety as required. Any proposals submitted without this will be rejected

**BOROUGH OF MACUNGIE  
CURBSIDE LEAF COLLECTION  
INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

and returned as unacceptable. All checks/bonds etc. shall be returned to unsuccessful bidders within sixty (60) days of the bid opening.

**4. PERFORMANCE BOND**

The successful bidder shall be required to submit, within ten (10) days of award of the contract, a Performance Bond in the amount of one-hundred percent (100%) of the bid. This condition will act as assurance for the minimum levels of performance of the successful bidder and all equipment proposed. The execution of a contract as a result of the bid package constitutes an agreement between the purchaser (all parties named in the advertisement) and the bidder. The performance bond applies to each and every part of the required technical requirements. Failure to supply equipment/services as specified, may be considered as unsuccessful performance of the terms of this contract at which point the Borough of Macungie may withhold or collect on the submitted performance bond in an amount to be determined by the purchaser as liquidated damages. The performance bond shall apply to each and every part of this bid.

**5. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the work required, each bidder must submit a completed Qualification Statement as part of the bid submittal in addition to written evidence of previous experience with three (3) years' experience of comparable size projects including location, contact and phone number.

**6. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- a. It is the responsibility of each Bidder, before submitting a Bid, to do a needs evaluation of the site to determine collection requirements.
- b. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered during the execution of the work under the Contract as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure of omission on the part of the Contractor to fulfill in every detail all the requirements of said Contract Documents, or will be accepted as the basis for any claims whatsoever for extra compensation or for an extension of time.
- c. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of collection as may be indicated in or required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

**BOROUGH OF MACUNGIE  
CURBSIDE LEAF COLLECTION  
INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

**7. EQUAL EMPLOYMENT**

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Contractors will take steps to insure employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. All bidders shall comply with DER no Discrimination Clause. The Contractor shall comply with all provisions of the Americans with Disabilities Act P. L. 101-330 (1190) and shall hereby aver that it will not discriminate against any employee or applicant for employment because of disability.

**8. GUARANTEE**

- a. The Contractor shall guarantee in writing that 100% of all the equipment used and 100% of all the work done under the contract shall fully comply with the requirement of the plans and specifications and the instructions of the Borough of Macungie.
- b. The expenses covering replacement of defective or improper equipment or workmanship will be assumed by the Contractor. In no instance shall the Contractor refer any purchaser under this bid to any distributor or manufacturer for settlement of any claim arising from defective or improper equipment or workmanship. If the Contractor shall fail to replace or repair any defective or improper equipment or workmanship within three (3) days from the date of notice, the Borough of Macungie may make the necessary corrective arrangements and charge the cost of money due the Contractor or bill the Contractor. The Contractor agrees to reimburse the Borough of Macungie in such instance.
- c. Any defects in the completed work or any failure of the collection to fully perform or endure the service for which it is intended, which in the opinion of the Borough of Macungie is caused by or due to the use of equipment, skill or workmanship not in compliance with the said plans, specifications and instructions, that may appear in the work within a period for one (1) week after acceptance by the Borough of Macungie shall be regarded as prima facie and conclusive evidence that the Contractor has failed to comply with the said specifications, plans and instructions. The Contractor in this event, shall at his or her own expense, at such time and in such manner as the Borough of Macungie may direct, repair or take up and reconstruct any such defective collection, in full compliance with the original specifications, plans and instructions.
- d. Neither the final payment nor any provision in the contract documents, nor the use of the bid item(s) by the Borough of Macungie shall constitute an acceptance of items found not to comply with stipulations of the contract documents.

**BOROUGH OF MACUNGIE  
CURBSIDE LEAF COLLECTION  
INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

9. **CONTRACT TIME**

This is an essential consideration of the Contract. Work shall commence after notice to proceed with the work has been given by the Borough of Macungie and shall progress with a proper and sufficient force of workmen and equipment to the written consent of the owner. The successful bidder will be required to so proceed with the work so as to ensure its completion within the time frame as set forth in the Bidding Documents, and in particular the Specifications. It is mutually agreed that damages to the Owner for delay in the case of the failure on the part of the Contractor may be liquidated in the sum of Three Hundred Dollars (\$300.00) for each day by which the Contractor shall fail to complete such performance in accordance with the provisions hereof, or the terms and conditions of this act, for any days in excess of the number allowed in these specifications.

10. **LIQUIDATED DAMAGES**

Provisions for liquidated damages are set forth in the in the above paragraph.

11. **SUBSTITUTE OR "OF-EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of labor and equipment specified in the Specifications without consideration of possible substitute or "of equal" items.

Whenever it is indicated in the Specifications that a substitute or "of-equal" item of material may be furnished or used by Contractor if acceptable to the Borough of Macungie, application for such acceptance will not be considered by the Borough of Macungie until after the Effective Date of the Agreement.

12. **OPENING BIDS**

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

13. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

14. **AWARD OF CONTRACT**

- a. The Borough of Macungie reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Also,

**BOROUGH OF MACUNGIE  
CURBSIDE LEAF COLLECTION  
INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

the Borough of Macungie reserves the right to reject the Bid of any Bidder if the Borough of Macungie believes that it would not be in the best interest of the Borough to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Borough of Macungie. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- a. In evaluating Bids, the Borough of Macungie will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- b. The Borough of Macungie may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions, the Borough of Macungie also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

15. **CONTRACT SECURITY**

When the Successful Bidder delivers the executed Agreement to the Borough of Macungie, it must be accompanied by the required Performance Bond.

16. **COLLECTION/COMPLETION**

Start and completion of the yearly leaf collection is required not later than the dates specified in the Specifications. Any exception to this shall be just cause for disqualification and liquidated damages.

17. **REFERENCES**

Each Bidder shall provide a list of five references for which your company has or is currently contracted. Please include the following:

1. Company Name
2. Location
3. Telephone Number
4. Contact Person

**BOROUGH OF MACUNGIE  
CURBSIDE LEAF COLLECTION  
INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

18. **PARTS, LABOR, and TRAVEL EXPENSES**

All bids submitted shall include and cover all costs associated with any materials, equipment, parts and labor or any travel expenses required to meet the intent of this project.

19. **DOWN TIME NOTIFICATION/SCHEDULE**

Because the Borough of Macungie is a public safety provider for the residents, if there is any time during the proposed leaf collection that the residents in the contract area will be without curbside leaf collection, a proposed schedule shall be submitted to the Borough Manager within 24 hours of any downtime, and it will be subject to review and approval by the Borough of Macungie.

20. **WORKMANSHIP**

Only first-class workmanship will be acceptable.

21. **PAYMENT SCHEDULE**

The payment for this procurement will be in one lump sum upon satisfactory completion of the work.

22. **TAXES**

Bidders shall exclude Federal Excise Tax and Pennsylvania Sales Tax from their proposals. Proof of exemption will be provided by the Borough of Macungie to the bidder upon request.

23. **ADDENDA**

Addenda issued prior to the bid opening are considered part of this request for proposals and are to be considered binding. Any addenda that are distributed will be emailed to all bidders.

24. **BID IDENTIFICATION**

The bidders shall submit their bids in a sealed plain envelope with the bid package marked:

**“Curbside Leaf Collection”**

Also marked on the outside of the package shall be the bidders name and mailing address.

25. **DEVIATIONS AND EXCEPTIONS**

All deviations and exceptions to the specifications shall be clearly indicated in your response. Describe all alternatives as proposed, including reasons and justifications. The Borough of Macungie reserves the right to disqualify non-compliant proposals.

**BOROUGH OF MACUNGIE  
CURBSIDE LEAF COLLECTION  
INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

26. **TRAVEL COSTS**

All costs for travel and expenses shall be borne by the successful bidder.

27. **COLLECTION**

See Map and Specifications.

28. **PRICING**

All prices submitted must be held for the length of the contract. No increases within this time frame will be deemed acceptable by the Borough.

29. **DAMAGES TO PRIVATE PROPERTY**

Bidders shall indicate in writing that they will assume full responsibility for the repair or replacement of any private properties damaged as the result of the work performed in relation to this contract.

30. **PROOF OF INSURANCE REQUIRED**

The successful bidder shall be required to provide the Borough of Macungie with a Certificate of Insurance listing the Borough of Macungie as an additional insured.

31. **INSURANCE**

During this agreement the Contractor shall at all times, at the Contractor's sole expense, be insured by an insurance company with a best's Rating of AVI or better and licensed to do business in the state of Pennsylvania.

Coverages are to be maintained as follows:

COMPREHENSIVE GENERAL LIABILITY including Independent Contractors and Contractual Liability.

MINIMUM limits to be provided are:

General Aggregate Per Project	\$2,000,000
Products/Completed Operations	
Aggregate per Project	\$1,000,000
Per Occurrence	\$1,000,000
All Risk Property Damage Legal Liability	\$ 100,000
Medical Payment Per Person	\$ 5,000

**BOROUGH OF MACUNGIE  
CURBSIDE LEAF COLLECTION  
INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

Automobile, Bodily Injury and Property Damage Limits of at least \$1,000,000 on a Combined Single Limit Basis. Coverage is to include Contractual Liability and Employers Non-Owned and Hired Car Liability.

UMBRELLA LIABILITY with limits not less than \$1,000,000 per occurrence and aggregate.

WORKERS COMPENSATION with coverage limits as required by Pennsylvania Law.

32. **MAP**

The Map attached as Appendix A to the Specifications and made part of the Bidding Documents is incorporated herein by reference.

33. **EFFECTIVE DATE**

The contract shall be effective, enforceable and in force upon the execution of the contract by the Borough of Macungie and the Successful Bidder. Performance of the Contract shall begin on Monday of the first full week of November. The contract shall begin on the effective Date of the Contract and performance hereunder shall extend for a duration of three (3) calendar years through December 31, 2021. Within this period, the Contract shall consist of three (3) individual contract years, each with the work commencing on the Monday of the first full week of November, and thereafter as set forth in the Specifications.

34. **TERMINATION OF CONTRACT**

Within the initial term of the contract(s), the Borough of Macungie may terminate the Contract upon at least thirty (30) days written notice in advance of such termination, without further liability or obligation to the Contractor other than pro-rating payments to the date of termination. All such written notices shall be served by certified or registered mail, return receipt requested, postage prepaid, to the last known mailing address provided, sent, or served on the date of the mailing.

35. **CONTRACT EXTENSION**

After December 31, 2021, this contract shall be automatically extended for one (1) additional year at the prices set forth for the last contract year, provided that the Contract may be terminated at any time during such an extension year by the Borough as set forth in Section 34.

36. **JOB CONDITIONS**

a. Protection:

1. Contractor shall provide all employees and equipment with any protection required by OSHA for such operations.



**BOROUGH OF MACUNGIE  
CURBSIDE LEAF COLLECTION  
INSTRUCTIONS TO BIDDERS  
AND  
TERMS AND CONDITIONS**

2. Contractor shall protect cars, mailboxes, garbage and recycling containers, street trees and other vulnerable components during collection.

b. Environmental Requirements:

1. Contractor shall comply with equipment manufacturer recommendations as to safety during collection.

2. Contractor shall comply with local EPA and OSHA requirements as published by local, State and Federal authorities.

37. **COORDINATION**

a. Prior to the first collection, a pre-collection conference will be held with the Successful Bidder and the owner to discuss the collection and its coordination with Borough operations.

38. **INSPECTIONS AND JOB CONTROL**

a. Qualified Borough personnel shall be available to make recommendations necessary to insure compliance with the specifications and to make recommendations where unforeseen conditions become apparent to the Borough.

b. As soon as all collection under this contract has been completed, a final inspection shall be made by an authorized Borough representative.