



**REQUEST FOR PROPOSALS  
FOR  
LEASING FOOD AND REFRESHMENT CONCESSIONS**

**Warrington Township  
Will receive proposals  
from qualified firms for the stated project  
until 10:00 a.m. on Monday, May 16, 2011**

Sealed proposals should be submitted online via the PennBid Program,  
[www.PennBid.net](http://www.PennBid.net)

E-mail transmissions are not acceptable.

**A voluntary pre-proposal meeting will be held on  
Tuesday, May 10, 2011 at 10:30 a.m. at the Swim Club  
(2501 Freedoms Way, Warrington)  
for the purpose of answering questions related to this proposal.**

April 28, 2011

## **SECTION I - INVITATION FOR PROPOSALS**

Warrington Township, Bucks County, Pennsylvania seeks proposals from qualified firms relative to the leasing of the Food and Refreshment Concession for the summer season, 2011 at the Mary Barness Tennis and Swim Club, located at 2501 Freedoms Way in Warrington, PA 18976. The form attached as Exhibit A must be completed in full, including the non-collusion affidavit (Exhibit B) and submitted with a cover letter as the proposal package.

## **SECTION II - BACKGROUND INFORMATION & SITE DESCRIPTION**

The Mary Barness Tennis and Swim Club [hereinafter called Swim Club] is owned and operated by Warrington Township. In 2010 there were over 300 individual and family memberships with average daily attendance of 150 people.

**SITE DESCRIPTION:** The existing concession stand includes refrigerators, microwave, freezer, ice machine, deep fryer, warming station and tables and chairs

## **SECTION III – DESCRIPTION**

Warrington Township [hereinafter called TOWNSHIP] is seeking proposals for the period May 20, 2011 through September 20, 2011. Lessee would be responsible for all operating expenses including utilities, food, supplies, permits, licenses, and labor. Lease will cover existing concession stand “as is.” Revenues will be retained by Lessee with monthly reports to Warrington Township.

The concession stand should be opened daily from the weekend of Memorial Day through Labor Day, 2011 from approximately noon to 8:00 pm.

## **SECTION IV – LESSEE’S RESPONSIBILITIES OPERATIONAL CONDITIONS**

**RIGHT AND OBLIGATION TO OPERATE:** CONCESSIONAIRE shall have the right and obligation to operate, manage, and maintain in a first class manner the concession stand at the Mary Barness Tennis and Swim Club according to the terms and conditions herein set forth during the period of this AGREEMENT, and to sell food and provide services ordinarily dealt at facilities of this kind. Any service(s) not specifically mentioned in this AGREEMENT must have prior written approval of the TOWNSHIP. The TOWNSHIP reserves the right to prohibit the sale or rental of any merchandise or service which it deems inappropriate, objectionable, or beyond the scope of that necessary for adequate service to the public under this AGREEMENT.

**USE OF THE LEASED PREMISES:** CONCESSIONAIRE shall have the right to use the leased premises only for the purposes described herein and only in keeping with the intent of this AGREEMENT. Any deviation from said intent, or conflict with, or between any provisions of this AGREEMENT shall be subject to the TOWNSHIP’S review and its written direction for resolution.

**PARKING AND ADMISSION:** CONCESSIONAIRE shall assure that any vehicle involved in the operation of the concession is parked in a location designated by the Park and Recreation Director or Swim Club Manager.

**SCHEDULE OF OPERATION:** CONCESSIONAIRE shall operate and render courteous, efficient, and satisfactory service to the public. Unless otherwise approved by TOWNSHIP, CONCESSIONAIRE shall operate from Memorial Day through Labor Day. Minimum acceptable hours of operation during this period are from noon to 8:00p.m. daily. CONCESSIONAIRE shall neatly post standard concession operating hours in a place conspicuous to the public.

CONCESSIONAIRE may operate at additional times during the term of this AGREEMENT, if approved by the Park and Recreation Director or Swim Club Manager. CONCESSIONAIRE may open late or close early only with prior approval of the Park and Recreation Director or Swim Club Manager. If CONCESSIONAIRE is allowed to close temporarily during the day due to inclement weather, CONCESSIONAIRE understands and agrees that TOWNSHIP may require CONCESSIONAIRE to reopen later in the day. Reopening of the facility shall be no more than a maximum of one hour after notification from the Swim Club Manager or the Manager's designee. Temporary schedule changes shall be posted by CONCESSIONAIRE at the leased premises in a manner approved by the Swim Club Manager.

**UTILITIES:** CONCESSIONAIRE shall pay all charges incurred, including the inspection of all equipment and systems, for each term this AGREEMENT is in effect, for all public utilities including, but not limited to: gas, oil, fuel, electricity, telephone and any other services furnished to the leased premises, unless otherwise specified herein. CONCESSIONAIRE understands that the only services currently in the concession building are: electricity, water, sewer, and telephone. TOWNSHIP shall supply water and sewer to the leased premises at no cost.

TOWNSHIP will winterize and de-winterize the leased premises' original plumbing system.

CONCESSIONAIRE may install, at its sole expense, a non-coin operated telephone to handle emergencies, inquiries by the public, and concession business. The telephone number shall be listed in the local telephone directory as Mary Barnes Tennis and Swim Club Refreshment Concession, unless otherwise pre-approved by the Park and Recreation Director. Said telephone shall be operational at all times the food concession is in operation. CONCESSIONAIRE may install a coin-operated telephone for the public within the leased premises if none are placed by the telephone company. CONCESSIONAIRE shall be responsible for all costs of connecting, disconnecting, and operating said telephones.

**SOLID WASTE MANAGEMENT:** CONCESSIONAIRE shall be responsible for collection, separation, storage, and removal of all solid waste, garbage, litter, trash, and recyclables generated or disposed of within the leased premises. CONCESSIONAIRE shall comply with all recycling requirements imposed by applicable law in WARRINGTON TOWNSHIP. CONCESSIONAIRE'S solid waste management procedures shall include but not be limited to:

- A. GARBAGE – CONCESSIONAIRE shall place all garbage in appropriate containers. CONCESSIONAIRE shall complete a thorough garbage and litter pick-up throughout the leased premises prior to leaving each day of operation, and as otherwise required by the Swim Club Manager or designee.
- B. RECYCLABLES – CONCESSIONAIRE shall recycle (collect, separate, and market) all corrugated cardboard, office paper, and aluminum. Glass, bimetal cans, and plastic shall be recycled as directed by the Swim Club Manager. All cardboard containers shall be broken down and flattened before being placed in a pre-approved recycling container.
- C. EQUIPMENT – CONCESSIONAIRE shall supply, clean, and maintain all equipment necessary to provide a sound solid waste management program including, but not limited to: dumpsters, cans, bag liners, and recycling containers. All equipment shall be maintained in first class condition.
- D. COST – CONCESSIONAIRE shall be responsible for all costs associated with collection, separation, storage, and removal of solid waste from this operation. CONCESSIONAIRE will put in place a dumpster behind the food concession building and will be responsible for all tipping fees associated with the dumpster. Dumpster will be emptied on at least a weekly basis.
- E. PROHIBITIONS – CONCESSIONAIRE shall not offer for sale any product in, with, or made of glass or polystyrene commonly known as Styrofoam.

**CONDITION OF THE LEASED PREMISES:** CONCESSIONAIRE has examined and knows the condition of the leased premises and has received the same in reasonably good repair, and further agrees that no misrepresentations as to the condition thereof have been made by the TOWNSHIP, prior to, or at the execution of, this AGREEMENT. CONCESSIONAIRE agrees at termination of this AGREEMENT, by expiration or otherwise, to return to TOWNSHIP all of the leased premises in a condition of first-class maintenance.

**ALTERATIONS TO THE LEASED PREMISES:** CONCESSIONAIRE shall not make any alterations, deletions, or additions in or to the leased premises without prior written approval of the TOWNSHIP. In addition, CONCESSIONAIRE shall not deface or mutilate the walls, floors, ceiling, equipment, landscaping, or other parts of leased premises in any manner, nor permit any practice or acts injurious to the leased premises, or which may affect the insurance on the buildings, or which may be contrary to law.

**PERMANENT IMPROVEMENTS:** CONCESSIONAIRE agrees that any permanent improvements made to the leased premises by CONCESSIONAIRE become the property of the TOWNSHIP immediately upon acceptance by TOWNSHIP, free of any and all encumbrances, unless otherwise specified herein. Said permanent improvements shall become a part of the leased premises, and shall be managed according to all provisions of this AGREEMENT upon completion of construction or installation.

**SIGNS:** CONCESSIONAIRE shall not post any signs or placards within the leased premises, except with the consent or by directive of the Park and Recreation Director of Swim Club Manager. All signs shall be neatly prepared, of a professional caliber, and well maintained. All aspects of sign design, placement, wording, and construction must be approved by the Park and Recreation Director and adhere to all pertinent Township codes and ordinances.

**MAINTENANCE OF THE LEASED PREMISES:** CONCESSIONAIRE shall keep the leased premises in a clean, sanitary, and presentable condition at all times. CONCESSIONAIRE shall maintain the leased premises, including maintaining all equipment, buildings, and all other parts of TOWNSHIP'S property in good repair, at CONCESSIONAIRE'S own expense. CONCESSIONAIRE'S maintenance responsibilities shall include but are not limited to: cleaning the entire leased premises, and yearly maintenance and inspection of the range hood fire system up to a maximum of \$300 per year. Copies of related invoice shall be submitted to the Park Recreation Director.

Materials or parts used for maintenance and/or repairs shall be the same material as, approved equal to, or of better quality than, the original material or part as approved by the Park and Recreation Director or designee. Any painting done by CONCESSIONAIRE within the leased premises shall be done with paint pre-approved by the Park and Recreation Director or designee for color, type, and quality. All repairs or maintenance done by CONCESSIONAIRE shall be made in accordance with the current Pennsylvania Uniform Construction Code

**MAINTENANCE BY TOWNSHIP:** CONCESSIONAIRE understands and agrees that, if the maintenance and/or repair work on the leased premises, as herein specified as CONCESSIONAIRE'S responsibility, are not accomplished by CONCESSIONAIRE to the satisfaction of TOWNSHIP, TOWNSHIP may, at its option, accomplish the work and invoice CONCESSIONAIRE for same. CONCESSIONAIRE shall make full payment to TOWNSHIP for said invoice within thirty (30) days after the date of said invoice.

TOWNSHIP shall retain maintenance responsibility for roofing, sidewalks, masonry repairs, blacktop, electrical work, exterior painting, water heater, pumps ventilation, and plumbing repairs. CONCESSIONAIRE understands TOWNSHIP may have to complete maintenance within the leased premises during CONCESSIONAIRE'S operating hours.

**INSPECTIONS:** CONCESSIONAIRE understands and agrees that there will be a weekly walk through with the Swim Club Manager and/or the Parks Maintenance Supervisor. CONCESSIONAIRE agrees to periodic operations and maintenance

inspections of said concession operation and leased premises with representatives of the TOWNSHIP Code Enforcement Department at least twice a year. CONCESSIONAIRE understands that TOWNSHIP expects CONCESSIONAIRE'S maintenance to be first-class. CONCESSIONAIRE agrees to correct any defects found within a reasonable amount of time, but in no event more than fifteen (15) days. Furthermore, if said defects, as determined by TOWNSHIP, would result in a condition hazardous to the using public, employees, or facilities, said defects shall be corrected by CONCESSIONAIRE immediately.

**WORKERS:** CONCESSIONAIRE and all persons acting on behalf of CONCESSIONAIRE shall be competent and orderly in their actions under this Agreement, shall keep themselves neat and clean, and accord professional, courteous, and competent treatment and service to all guests, patrons, and the public. CONCESSIONAIRE and said persons shall be of an age and mind to display sound judgment. CONCESSIONAIRE shall only utilize paid or unpaid persons in the operation of subject concession of legally employable age and in compliance with all child labor laws. Any uniforms to be worn by persons working on the leased premises, shall be of such type as are ordinarily worn by employees doing like work in similar places of business.

**STORAGE:** CONCESSIONAIRE may store its equipment for this concession operation on or in the leased premises during non-operating periods, provided this AGREEMENT is not terminated. If CONCESSIONAIRE should store its equipment on the leased premises, it is fully and mutually understood that said storage shall be at CONCESSIONAIRE'S sole risk and that the TOWNSHIP shall assume no obligation or responsibility for safeguarding CONCESSIONAIRE'S equipment from acts of vandalism, loss, fire, flood, theft, damage, or acts of God.

**REMOVAL OF PROPERTY:** CONCESSIONAIRE agrees to remove all personal property from the leased premises at the termination of this AGREEMENT. Any property not removed within fifteen (15) days after AGREEMENT termination shall be considered as abandoned, and TOWNSHIP may dispose of the same without being accountable to CONCESSIONAIRE.

**TERMINATION RESPONSIBILITIES:** CONCESSIONAIRE agrees upon termination of this AGREEMENT, to return the leased premises to TOWNSHIP in good condition. Also, upon termination of this AGREEMENT, the following conditions shall be complied with before CONCESSIONAIRE will be released from its performance guarantee obligation, as set forth in SECTION FIVE, PERFORMANCE GUARANTEE.

- A. All payment of any amounts due TOWNSHIP by CONCESSIONAIRE have been made.
- B. All debris, rubbish, and discarded items have been removed from the leased premises by CONCESSIONAIRE.
- C. The entire leased premises and facilities therein are clean and operable.

- D. All deficiencies found in the final inspection of the leased premises by TOWNSHIP have been corrected by CONCESSIONAIRE.

**ENVIRONMENTAL IMPACT:** All aspects of CONCESSIONAIRE'S operation, including any renovations, alterations, or maintenance shall be conducted with effective concerns and practices as to prevent and protect the leased premises and the Swim Club from any adverse environmental impacts.

**UNFAIR BUSINESS PRACTICES:** Misrepresentation of products for sale or rent at this concession or unfair business practices for this concession operation shall be sufficient reason for TOWNSHIP to terminate this AGREEMENT.

**ACKNOWLEDGMENT OF TOWNSHIP:** CONCESSIONAIRE shall give Mary Barness Tennis and Swim Club recognition in all forms of advertising and related custom printed materials, to include but not limited to brochures, signs, tickets, postcards, posters, maps, and news releases. The wording and use of said acknowledgment is to be pre-approved by the Park and Recreation Director or Swim Club Manager.

**ALCOHOLIC BEVERAGES:** CONCESSIONAIRE and all persons acting on behalf of CONCESSIONAIRE are prohibited from the sale or possession of alcoholic beverages or illegal substances on Warrington Township property including the leased premises. Such activity may subject CONCESSIONAIRE to an immediate termination of subject AGREEMENT without consideration to CONCESSIONAIRE.

**FIRST AID:** CONCESSIONAIRE shall maintain a well-stocked first aid kit within the leased premises. Any emergency necessitating the use of emergency personnel or emergency transportation equipment from outside the swim club shall be reported by CONCESSIONAIRE to the Swim Club Manager or the Park and Recreation Director immediately after emergency services have been called by CONCESSIONAIRE.

## **SPECIAL CONDITIONS**

**FOOD AND BEVERAGE CONTAINERS:** CONCESSIONAIRE shall serve all food and beverages in recyclable, returnable, or disposable containers other than glass or polystyrene.

**AMENITIES:** CONCESSIONAIRE shall provide as needed napkins, silverware, salt, pepper, and other common amenities and condiments appropriate for foods being offered.

**WASTE MINIMIZATION:** CONCESSIONAIRE shall practice solid waste minimization and litter reduction by all reasonable means, including but not limited to: (1) minimal use of drinking straws and cup lids; (2) minimal use of packaging products for serving food; (3) minimal use of disposable utensils; and (4) dispensing condiments from bulk containers rather than individual serving packets.

**FIRE EXITS:** CONCESSIONAIRE shall be responsible for keeping all fire exits within the leased premises free from blockage.

**EXHAUST SYSTEMS AND GREASE TRAPS:** CONCESSIONAIRE agrees to and is responsible for cleaning kitchen exhaust systems, grease traps, and maintaining all fire extinguishers within the leased premises.

**LIGHTING EQUIPMENT:** CONCESSIONAIRE is aware that all lights and fixtures suspended over exposed food or food preparation equipment shall be constructed to protect food and equipment from contamination or damage by breakage of lights and fixtures.

**ICE:** CONCESSIONAIRE agrees that all ice sold, served, or used in this operation shall meet the bacteriological and chemical standards for drinking water.

**PEST CONTROL:** CONCESSIONAIRE is responsible for adequate measures for the control of arthropods and rodents within the leased premises, which TOWNSHIP deems a public health hazard.

**SUPPLIES:** CONCESSIONAIRE shall provide all necessary maintenance and cleaning supplies and equipment, as well as paper towels, hand soap, light bulbs, and all other supplies as needed within the leased premises for the operation of this concession.

**SEATING EQUIPMENT:** CONCESSIONAIRE shall maintain all stools, benches, chairs, and tables within the leased premises in excellent condition at all times and utilize seating equipment appropriate to the setting. TOWNSHIP may place picnic tables within the leased premises.

**DELIVERIES:** CONCESSIONAIRE shall be present to receive and properly store all deliveries of food, supplies, and equipment.

**FOOD SAFETY:** CONCESSIONAIRE shall be aware of and comply with all current rules and regulations by the Department of Agriculture, Division of Food Safety and Laboratory Services and Bucks County Health Department regulations. CONCESSIONAIRE shall provide the Park and Recreation Director with a copy of all Inspection Reports within forty-eight (48) hours after receipt.

**HEALTH STANDARDS:** TOWNSHIP may provide, through on-site instructions and inspections, the standards for safety and health, which CONCESSIONAIRE shall meet for housekeeping and cleaning throughout the leased premises.

## **SECTION V – INSURANCES**

**PERFORMANCE GUARANTEE:** CONCESSIONAIRE shall furnish and keep in full force and effect, during the term of this AGREEMENT, a performance guarantee made payable to the Warrington Township, in the amount of CONCESSIONAIRE'S payment of \$5,000, conditioned for the full performance of all the covenants and stipulations contained in this AGREEMENT. The performance guarantee shall either be a cash deposit, performance bond, and certificate of deposit, passbook saving account,

automatically renewable irrevocable letter of credit, or another form acceptable to TOWNSHIP.

**LIABILITY INSURANCE:** CONCESSIONAIRE shall provide at its sole expense and maintain in full force and effect at all times during each term of this Agreement, comprehensive, public liability insurance in an amount not less than: either (1) combined bodily injury and property damage liability \$100,000 each occurrence and \$300,000 aggregate, or (2) bodily injury liability \$100,000 each occurrence and \$300,000 aggregate; and property damage liability \$10,000 each occurrence and \$20,000 aggregate; which shall protect CONCESSIONAIRE from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement or any occurrence on or about the leased premises, whether such operations are by CONCESSIONAIRE or anyone directly or indirectly employed by it. CONCESSIONAIRE shall furnish TOWNSHIP with a copy of the required liability insurance policy prior to the beginning of each term of this Agreement, and/or prior to the expiration of a current policy. Failure by CONCESSIONAIRE to meet this requirement will result in the immediate concession closure by TOWNSHIP. The concession operation will be required to remain closed until proof of a valid liability insurance policy, is provided by CONCESSIONAIRE to TOWNSHIP, and until approval to resume concession operations is granted by TOWNSHIP. Said policy shall not expire during the minimum operating season as stated in Section III. WARRINGTON TOWNSHIP shall be named as a certificate holder and as an additional insured on said liability insurance.

**WORKER'S COMPENSATION INSURANCE:** CONCESSIONAIRE shall provide at its sole expense and maintain in full force and effect during this AGREEMENT, worker's compensation insurance for personnel employed in the business operated under this AGREEMENT.

**INSURANCE CANCELLATIONS:** TOWNSHIP shall be immediately advised by CONCESSIONAIRE should any of the aforementioned insurance policies be canceled by CONCESSIONAIRE or the insurance company prior to the expiration date indicated on said policy.

## **SECTION VI- BASIS FOR SELECTION / SELECTION CRITERIA**

A committee comprised of township staff and delegates representing Warrington Township will review all proposals.

Criteria to be used in reviewing proposals will include, but not be limited to, the following:

- (a) completeness of proposal
- (b) demonstrated experience with projects of similar size and scope
- (c) proposed lease rate
- (d) revenue share

Proposals will be opened and reviewed Monday, May 16, 2011 at 10:30 AM. The approved firm will be notified shortly thereafter by telephone on with a written authorization to proceed to follow.

**SECTION VII - PRE-PROPOSAL MEETING**

A meeting will be held on Tuesday, May 10, 2011 at 10:30 a.m. at the Mary Barnes Tennis and Swim Club for the purpose of addressing any questions interested parties may have regarding the project or this RFP. This meeting is recommended but not required. *Due to regular workload, township staff is not available to answer questions relative to this proposal at other times.*

**EXHIBIT A**

**WARRINGTON TOWNSHIP  
MARY BARNES TENNIS AND SWIM CLUB  
PROPOSAL TO LEASE CONCESSION STAND**

**NAME OF FIRM** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

**NAME OF RESPONSIBLE INDIVIDUAL(S)**  
\_\_\_\_\_  
\_\_\_\_\_

---

**SECTION I – REFERENCES**

**PLEASE PROVIDE THE NAMES AND CONTACT INFORMATION OF THREE (3) REFERENCES FOR WHOM YOU HAVE PROVIDED A SIMILAR SERVICE.**

**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Telephone** \_\_\_\_\_

**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Telephone** \_\_\_\_\_

**Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Telephone** \_\_\_\_\_

**Please include proposed menu and pricing for same.**

**SIGNED** \_\_\_\_\_

## EXHIBIT B

# **NON-COLLUSION AFFIDAVIT**

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. Section 1617 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another prospective bidder, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. A person's affidavit stating that the person has been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years does not prohibit a governmental agency from accepting a bid or awarding a contract to that person, but may be a ground for administrative suspension or debarment in the discretion of a governmental agency under the rules and regulations of that agency, or, in the case of a governmental agency with no administrative suspension or debarment regulations or procedures, may be a ground for consideration on the question whether such agency should decline to award a contract to that person on the basis of a lack of responsibility.
7. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

# **NON-COLLUSION AFFIDAVIT**

Commonwealth of \_\_\_\_\_:

Ss

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ and that I am authorized to make  
(Name of my firm)

this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (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 bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive 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 non-competitive bid.
- 5) \_\_\_\_\_, its affiliates,  
(Name of my firm)  
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 bidding on any public contract, except as follows:

---

---

---

---

---

I state that \_\_\_\_\_ understands and  
(Name of my firm)

acknowledges that the above representations are material and important, and will be relied on by Warrington 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 Warrington Township of the true facts relating to the submission of bids for this Contract.

(Signature of Official and Position)

SWORN AND SUBSCRIBED  
TO BEFORE ME

this \_\_\_\_\_ date of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_ My Commission Expires  
(Notary Public)