

# Borough of Quakertown



Borough of Quakertown  
Park at 4<sup>th</sup> and Quakertown Community Pool  
Blue Water Café Vending Bid

**IMPORTANT**

Bids Must Be Received by  
February 18, 2022 no later than 11:00 a.m.  
Borough Manager's Office  
35 North Third Street  
Quakertown, PA 18951  
Phone: 215-536-5001



## **SECTION 1.00: INSTRUCTIONS TO BIDDERS**

### **1.01 Sale:**

No real estate owned by the borough may be leased except upon approval of council by resolution. Additionally, no real estate owned by the borough may be leased for a consideration except to the highest bidder after due notice by advertisement for bids.

### **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. The date for opening bids 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. All bids shall be accepted on the condition that the successful bidder has the means to honor the lease agreement. 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:**

Quakertown Borough reserves the right, in the exercise of its sole discretion, to reject any and all bids.

### **1.05 Preparation of Bids:**

Each bidder must submit a bid for the number of months in a calendar year to lease the facility and price of a per month lease and may include two optional periods for extending the lease for two (2) twelve (12) month options for the property to include any and all parts of the food concession premises. 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 – Food Concession". 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, February 18, 2022 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, February 18, 2022.

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.

**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 twenty-five percent (25%) of the annual calculated lease amount (the monthly bid amount multiplied by 12) 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 bank for the contractors worthiness to comply with the contract will be provided to the Borough within five (5) days of notification of the bid award.

**1.10 Affirmative Action Affidavit:**

Each bidder shall complete, sign, and deliver at the time of the submission of his or her bid an Affirmative Action Affidavit on the form included herein and made a part of this request for bids.

**1.11 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.



**1.12 Competency of Bidders:**

Each bidder shall furnish Form D that he or she, or any parent, subsidiary, or affiliated corporation of the bidder has had experience with operating a retail food business indicating their competency of providing the expected food concession operations and business including all required licenses and certificates.

**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 lease agreement is executed. 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 may 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 may 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 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 the qualifications questionnaire (Form D) fails to satisfy the Borough that such bidder is qualified to carry out the obligations of the contract and to successfully develop the project as per the conditions set forth in these bid specifications.

**1.17 Financial Statements:**

The Borough will require the successful bidder to submit financial statements, including a balance sheet and profit & loss statement within 5 days of the notification of the intent to award the bid. This information will be used by the Borough to evaluate the bidder's ability to comply with the requirements of the contract. The bidder may include any other documentation that they feel would assist in this evaluation. The Borough reserves the right to request additional information during the evaluation process. 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 opening 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 work, judged from the standpoint of experience; and/or
- d. Default on a previous municipal 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 lease 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 be vacated within 30 days and revert to the Borough of Quakertown and any applicable fees and penalties will be applied. Council reserves the right to waive the fees in the event the property reverts back to the Borough of Quakertown within 30 days.

**1.22 Bid:**

Each bidder must submit a bid for the number of months in a calendar year to lease each facility and price of a per month lease and may include two optional periods for extending the lease for two (2) twelve (12) month options of the Food Concession at the Park at 4th, Quakertown PA 18951 and the Quakertown Community Pool Blue Water Café on the Bid Form included in and made a part hereof. The bid shall indicate the monthly lease amount for each year of the lease term.

**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 description 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 apparent 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 commercial property development.

**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 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 leased 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 Manager 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 being developed and approved for use and occupancy.

**2.04 *Notice to the Contractor:***

The address represented on the "Bid Form" 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 unless an alternative address is provided in writing prior to the award of the bid. 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 *Inspection:***

Quakertown Borough or its authorized representatives may perform required inspections as required by law.

**2.06 *Competent and Legal Workers to be Employed:***

The contractor shall employ only employees legally permitted for employment and upon the bid award, agrees to all Federal, State, and local laws regulating employment. The contractor shall employ only legal, competent and skillful workers to perform the tasks called for by the terms of the contract, and he or she shall furnish a list to Quakertown Borough of all personnel being employed by the contractor and working on the contract with the Borough, if and when requested to do so. Contractor is responsible for providing the necessary trained staff and personnel for each event. All staff will be required to wear a uniform, and/or credential for identification purposes. Apparel and personal cleanliness shall be suitable and in keeping with the atmosphere associated with the proposed operations. The Contractor shall conduct appropriate background checks on all employees.



### **2.07 Liability and Damages:**

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 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.

### **2.08 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 2.07. Such insurance 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. 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 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.

**2.09 Utilities:**

The contractor agrees to pay for all utility costs associated with the food concession premises to include but not be limited to gas, electricity, water, sewer, communications, and cable services if applicable, during the contracted period.

**2.10 Facility Signage and Marketing:**

The contractor agrees to provide appropriate menus and signage for each facility. Signage shall be up to date with menu and pricing and deemed appropriate for each facility.

**2.11 Naming Rights:**

The Borough holds the exclusive right to all naming rights of the properties. The Contractor has the right to market their business through advertising.

**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.

**Equipment** - the necessary items for the particular purpose directly associated with the approved use of the property.

**Fixture** - a piece of equipment or furniture that is fixed in position in or on a building.



**Lease** – a contractual agreement calling for the lessee (user) to pay the lessor (owner) for use of an asset.

**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** – the premises to which includes the portion of the food concession, contents, immediate exterior items, within the identified area described as the Food Concession located at the Park at 4th, Quakertown, Pennsylvania 18951 and the Quakertown Community Pool Blue Water Café

**Scheme** - a plan, program, or policy officially adopted and followed, as by a government or business.

### **3.02 Specifications**

#### **3.02.1 Park at 4<sup>th</sup> Concession Stand**

- A. The contractor agrees to provide retail food services for the Borough of Quakertown and/or any entity arranged through the Borough of Quakertown for events occurring at the Park at 4<sup>th</sup> facilities. The Borough of Quakertown will work to establish a schedule of events by where retail food services are necessary, however the contractor acknowledges that there will be times by where the Borough of Quakertown can provide seven (7) days' notice or less of an event by where retail food services are required for an event at the Park at 4<sup>th</sup> facility.
- B. The contractor agrees to work with the borough to establish an appropriate menu scheme and will agree as to the general price points of the menu items.
- C. Contractor must be able to meet the unique food and beverage requirements for all event attendees, including, but not limited to, vegetarian/vegan, and special dietary food options. Portion size and price are to be negotiated in an Addendum prior to the event season. Prices and brands should reflect market trends and should be comparable to similar events. The vendor is solely responsible for the delivery and handling of food and beverages. Glass containers are not permitted.

The contractor agrees to provide, serve, and sell at minimum the following concessions or comparable:

Hot Dogs  
Hamburgers  
Soft Pretzels  
Water  
Soda  
Iced Tea



- D. Performer Catering – Contractor is responsible for providing punctual catering and/or hospitality services for all touring shows, artists, crews and other performers part of the Sounds of Summer Concert Series that have been contracted to perform at the Univest Performance Center. The Borough will provide the Contractor with each performer’s specifications prior to the event.
- E. Operations and Management – The Contractor will work with the Borough to determine the number and location of service areas within the event grounds for each event. The Borough will have the final approval of number, location, and hours of service areas. The Contractor will be responsible for the set-up, tear-down and management of each location. In the event of a ticketed event, the Borough shall provide the Contractor with the number of tickets sold one week prior to the event. Contractor shall make available adequate concessions during the duration of each event.
- F. Receipts and Reports - Contractor is responsible for maintaining a system of tracking sales. Contractor shall provide the Borough, immediately following the event, the statements showing gross sales and reports including the number of units of each item sold at each designated location and the cost. The Contractor shall provide the Borough, no more the 10 days following the event, a post event report including all sales numbers, along with the required payment.
- G. Permits - The contractor is responsible for securing all licensing and permits to ensure all sales and products conform to local, Pennsylvania State and federal codes and requirements. The contractor shall maintain current knowledge of the Borough ordinances regarding the sale of concessions.
- H. Vendors – The events held at the Park at 4th may utilize food trucks and other vendors. These vendors operating at the event will also be allowed to sell food and non-alcoholic drinks to their customers.

### **3.02.2 Quakertown Community Pool Blue Water Café**

- A. The contractor agrees to provide retail food services for the Borough of Quakertown at the Quakertown Community Pool Blue Water Café . The contractor agrees to work with the borough to establish an appropriate working schedule along with a menu scheme and will agree as to the general price points of the menu items.
- B. Contractor must be able to meet the unique food and beverage requirements for all Pool attendees, including, but not limited to, vegetarian/vegan, and special dietary food options. Portion size and price are to be negotiated in an Addendum prior to the Pool season. Prices and brands should reflect market trends and should be comparable to similar facilities. The vendor is solely responsible for the delivery and handling of food and beverages. Glass containers are not permitted.

The contractor agrees to provide, serve, and sell at minimum the following concessions or comparable:



Hot Dogs  
Hamburgers  
Soft Pretzels  
Ice Cream  
Candy  
Water  
Soda  
Iced Tea

- C. Operating Schedule - The Contractor agrees to work with the Borough of Quakertown to establish an operating schedule in line with the schedule of the Quakertown Community Pool. The Contractor agrees to work with the Borough to establish appropriate protocol of operating hours during inclement weather. Quakertown Summer Swim Team shall be permitted to run their own concession stand during home swim meets.
- D. Equipment - The Contractor is responsible for providing, at their sole expense, all items necessary to provide onsite sale of food. The selected Contractor shall be responsible for the items' upkeep, maintenance, repairs, and replacement. All items purchased by the Contractor shall remain the property of the Contractor. The contractor is responsible for the setup, tear down and clean-up of all equipment used and shall remove said equipment from the event grounds at the conclusion of every event.
- E. Receipts and Reports - Contractor is responsible for maintaining a system of tracking sales. Contractor shall provide the Borough, with daily statements showing gross sales and reports including the number of units of each item sold at each designated location and the cost. The Contractor shall provide the Borough, no more the 10 days following the event, a post season report including all sales numbers, along with the required payment.
- F. Permits - The contractor is responsible for securing all licensing and permits to ensure all sales and products conform to local, Pennsylvania State and federal codes and requirements. The contractor shall maintain current knowledge of the Borough ordinances regarding the sale of concessions

**3.03.1 Property Information:**

It is strongly suggested that each bidder contact Ashton Miller, Borough of Quakertown Recreation Coordinator at 215-536-5001 x136 with any questions regarding the buildings, floor plans, construction, or condition specifics.

**3.03.2 Pre-bid Property Inspection:**

The Borough has arranged for a pre-bid inspection of the properties. The date and time of the inspection will be February 11, 2022 at 10:00am. Please contact Ashton Miller at 215-536-5001 x136 at least one day prior to the scheduled inspection to register.

**3.03.3 Follow-Up Questions:**



All questions must be submitted in writing by email to Ashton Miller, Borough of Quakertown Recreation Coordinator at [amiller@quakertown.org](mailto:amiller@quakertown.org) and all answers will be returned by email. 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.

**3.04 Property Description:**

Park at 4<sup>th</sup> Concessions: The property is located at the Park at 4th, (adjacent to the parking area at the end of 4<sup>th</sup> Street, Quakertown Pennsylvania 18951, and is represented by two use to include the food concession and public restrooms building. The property has ingress and egress from the parking area at the end of 4<sup>th</sup> Street.

Quakertown Community Pool Blue Water Café: The property is located at the Quakertown Community Pool 601 W. Mill Street, Quakertown, Pennsylvania 18951 and is attached to the Quakertown Community Pool Building.

**3.05 Property Use:**

The Borough will only permit the premise to be used for food preparation, distribution, and/or retail sales and must comply with Federal, State, County, and Borough laws and codes. All uses of the property must be identified on the proposal bid form and the intended use must comply with all allowable uses as designated by Borough of Quakertown. The contractor agrees to identify and have available the required ServSafe certified representative as required by law.

**3.06 Property Possession:**

The contractor agrees to take leased possession within 60 days from date of executed contract.

**3.07 Approvals & Development:**

Any changes or alterations to the premises must first be approved by the Borough of Quakertown. Any changes or alterations must be made in writing to the Borough Manager prior to making and changes or alterations.

**3.08 Cooperative Actions:**

The successful bidder shall cooperate with Quakertown Borough for the lease and development of the property.

The contractor agrees and acknowledges that all equipment, and other fixtures supplied by the borough shall remain the property of the borough. The contractor agrees that all maintenance and repairs to any and all equipment and fixtures will be paid for by the contractor. Prior to any maintenance or repairs, the Contractor will arrange with the borough for the repair.

In the event that a repair to the property or building, given that the repair or replacement is not the result of negligence or any other careless or reckless act on the part of the contractor or any agent of the contractor, the borough agrees to make the repair or replacement within a reasonable time that may be influenced by weather, time of year, or conditions that effect supply and inventory.



Any and all additional equipment or fixtures added by the contractor at anytime during the lease shall first have been submitted to the borough for review and permission before installation and implementation. Any added equipment or fixtures by the contractor shall remain the property of the contractor.

**3.09 Lease Extension Options:**

The bid permits the Borough to consider two (2) lease extension options for two (2) twelve (12) month extensions, each separate of one another. The Contractor agrees with the Borough that if the Contractor wishes to exercise each of the twelve (12) month extension options to the lease, the Contractor must submit their request to the Borough manager prior to sixty (60) days of the expiration of the lease for consideration in the year of the expiration of the lease. Council may approve or reject the request and must notify the Contractor within thirty (30) days of such request.

**3.10 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.

**3.11 Bid Bond:**

Each sealed bid shall be accompanied by a certified check payable to the Borough of Quakertown in an amount equal to twenty-five percent (25%) of the annual calculated lease amount (the monthly bid amount multiplied by 12) to guarantee that in the event the bid is accepted and the contract awarded to the successful bidder, the contract will be duly executed.

**3.12 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.

**3.13 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.

**3.14 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 \_\_\_\_\_, 2022, 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 lease the food concession premises located at the Park at 4th, Quakertown PA 18951 for the bid and agreed price of \$\_\_\_\_\_ per month for \_\_\_\_\_ months in a calendar year, and 20% total Gross Revenue for twelve months and may include two optional periods for extending the lease for two (2) twelve (12) month options, \$\_\_\_\_\_ per month and 20% total Gross Revenue for option 1, and \$\_\_\_\_\_ per month and 20% total Gross Revenue for option 2. The Contractor agrees to lease the food concession premises located at the Quakertown Community Pool Blue Water Café located at the Quakertown Community Pool from the Borough of Quakertown for the bid and agreed price of \$\_\_\_\_\_ per month for \_\_\_\_\_ months in a calendar year, and 20% total Gross Revenue for twelve months and may include two optional periods for extending the lease for two (2) twelve (12) month options, \$\_\_\_\_\_ per month and 20% total Gross Revenue for option 1, and \$\_\_\_\_\_ per month and 20% total Gross Revenue for option 2, and fully understands and agrees that the aforementioned property is being leased in the "as is" condition. The Contractor agrees with the Borough that if the Contractor wishes to exercise each of the twelve (12) month extension options to the lease, the Contractor must submit their request to the Borough manager prior to sixty (60) days of the expiration of the lease for consideration, Council may approve or reject the request and must notify the Contractor within thirty (30) days of such request.

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); Affirmative Action Affidavit (Document E); Bid Form (Document F).

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. The use of the property must be identified on the proposal bid form and the intended use must be approved by the Borough of Quakertown Borough Council, and that the contractor agrees to take leased possession of the property within 30 days from date of executed contract. The contractor agrees to have the food concession open for Borough of Quakertown events no later than sixty (60) days of the executed contract.

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 to pay for all utility costs associated with the food concession premises to include but not limited to electricity, water, sewer, gas, communications, and cable services.

6. The Contractor agrees with all of the conditions as stated in the *Specification for Lease* and further agrees to fully cooperate with the Borough of Quakertown for the lease and development of the property. In addition, the contract agrees to maintain at his or her costs all equipment associated with the food concession premises. The Borough of Quakertown agrees to maintain at the Borough's expense all issues involving the building to include the maintenance of the roof, walls, doors, windows, and maintenance of the utilities excluding the use of utilities.

7. 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)
- Affirmative Action Affidavit (Document E)
- Bid Form (Document F)

**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
- Affirmative Action Affidavit



## DOCUMENT A BID BOND

There is enclosed herewith a certified check, drawn to the order of the Borough of Quakertown, in the amount of twenty-five percent (25%) of the annual calculated lease amount (the monthly bid amount multiplied by 12) to guarantee that in the event the bid is accepted and the contract awarded to the successful bid. 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 calculating to be the monthly bid amount multiplied by thirty six months (36) 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 25% of the annual calculated amount (the monthly bid amount multiplied by 12) as 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: \_\_\_\_\_, 2022

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 \_\_\_\_\_, 2022.  
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 \_\_\_\_\_, 2022.  
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 not a company)

***Please explain your experiences with Retail Food Business Operations:***



**DOCUMENT E  
BOROUGH OF QUAKERTOWN  
COUNTY OF BUCKS  
AFFIRMATIVE ACTION AFFIDAVIT**

I, \_\_\_\_\_ (Name of Affiant) and say that I am \_\_\_\_\_(Title) of  
\_\_\_\_\_ (Name of Company) in such capacity and for and on behalf of  
\_\_\_\_\_(Name of Company), it is hereby affirmed and agreed as follows:

1. \_\_\_\_\_(Name of Bidder) will not discriminate against an employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or gender.

2. \_\_\_\_\_ (Name of Bidder) will take affirmative action to ensure that all applicants are recruited and employed and those employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or gender. Such action shall include, but shall 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.

3. \_\_\_\_\_ (Name of Bidder) will in all solicitations or advertisement for employees placed by or on behalf of state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or gender.

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

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

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
My commission expires \_\_\_\_\_

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



**DOCUMENT F**  
**BOROUGH OF QUAKERTOWN**  
**PROPOSAL BID FORM**  
**Food Concession located at the Park at 4<sup>th</sup>**

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

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

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

The undersigned acknowledges that the Borough of Quakertown has afforded the bidder the opportunity of an inspection of the property located at the Park at 4th, Quakertown PA 18951.

The bidder acknowledges that he/she has read and understands the general and specific bid specifications as presented in the *SPECIFICATIONS for LEASE 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 for the Park at 4<sup>th</sup> Concession Stand:

**BID:** Lease the facility for \_\_\_\_\_ months of a calendar year for \$ \_\_\_\_\_ per month plus 20% of all Gross Revenue for twelve (12) months.

**BID:** Lease the facility for \_\_\_\_\_ months of a calendar year for \$ \_\_\_\_\_ per month plus 20% of all Gross Revenue for **OPTION 1.** (12 additional months).

**BID:** Lease the facility for \_\_\_\_\_ months of a calendar year for \$ \_\_\_\_\_ per month plus 20% of all Gross Revenue for **OPTION 2.** (12 additional months).

**DESCRIBE USE OF PROPERTY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



**DOCUMENT F CONTINUED  
BOROUGH OF QUAKERTOWN  
PROPOSAL BID FORM**

**Food Concession located at the Quakertown Community Pool Blue Water Café**

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

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

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

The undersigned acknowledges that the Borough of Quakertown has afforded the bidder the opportunity of an inspection of the property located at the Quakertown Community Pool.

The bidder acknowledges that he/she has read and understands the general and specific bid specifications as presented in the *SPECIFICATIONS for LEASE 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 for the Quakertown Community Pool Blue Water Café:

**BID:** Lease the facility for \_\_\_\_\_ months of a calendar year for \$ \_\_\_\_\_ per month plus 20% of all Gross Revenue for twelve (12)

**BID:** Lease the facility for \_\_\_\_\_ months of a calendar year for \$ \_\_\_\_\_ per month plus 20% of all Gross Revenue for **OPTION 1.** (12 additional months).

**BID:** Lease the facility for \_\_\_\_\_ months of a calendar year for \$ \_\_\_\_\_ per month plus 20% of all Gross Revenue for **OPTION 2.** (12 additional months).

**DESCRIBE USE OF PROPERTY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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