

**City of Philadelphia
Procurement Department**

**Addendum No. 1
Concession Bid # C-101-09
Bid Opening Date: Dec 9, 2008**

Dated: Dec 5, 2008

NOTICE

It is the sole responsibility of the bidder to ensure it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned.

PROPOSAL FOR

**Concession Bid for the Operation and Management of Vending
Machine Program**

BID # C-101-09

IS AMENDED AS FOLLOWS

To All Potential Bidders:

The bid opening date has been postponed. The new bid opening date is Tuesday, December 16, 2008 at 10:30 AM.

Please sign, date and return this addendum with your bid as it now becomes a part of the proposal.

Company Name (type or print): _____

Authorized Signature: _____ **Title** _____

Name (type or print): _____ **Date** _____

**City of Philadelphia
Procurement Department**

**Addendum No. 2
Concession Bid # C-101-09
Bid Opening Date: Dec 16, 2008**

Dated: Dec 13, 2008

NOTICE

It is the sole responsibility of the bidder to ensure it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned.

PROPOSAL FOR

**Concession Bid for the Operation and Management of Vending
Machine Program**

BID # C-101-09

IS AMENDED AS FOLLOWS

To All Potential Bidders:

The purpose of this addendum is to incorporate answers to the written questions submitted during the open period which ended December 4, 2009 at 3 PM.

I. Answers to Questions as Follows:

1Q. Definition of Gross Revenue for purpose of calculating the "Vendor Fee".

A. The definition of "Gross Revenue" is as stated in the General Bid Information, Section 1.21, Page 6:

“For purpose of this bid and the Concession Agreement, “Gross Revenue” means all revenues and income, however characterized, that Concessionaire derives from the operation of the vending machines concession contract. Gross Revenues as defined above, however, will not include:

1.21.1 sales or excise taxes collected by Concessionaire from customers and paid by Concessionaire to any governmental authority;

1.21.2 any actual refunds or credits made by Concessionaire to any customer, the sale of which was previously included in Gross Revenues.

B. Delete existing definition of “Gross Revenue” in the Concession Agreement (Attachment “A”), Section 4(b), Page #22, and Replace with the definition provided above.

2Q Certification of non-indebtedness to the City of Philadelphia, Section 2.4, page #8, and Section 23, page #30 of the Concession Agreement, requests certification for concessionaire, concessionaire parent companies, sub-contractors and or entities that they are not currently indebted to the City. Question was raised as to whether the appealment of any tax assessment is also considered as indebtedness to the City.

A. The answer is “no”. Any tax assessments currently under an appeal process are not considered as indebtedness to the City.

3Q. Interpretation of certification relating to MacBride Principles, Section 2.5.1, page 9, and Section 30(A), page 33 of the Concession Agreement. Question was raised as to the understanding that the exception at the end of the sentence for companies who have implemented “the fair employment principles embodied in the MacBride Principles applies to each of clauses (i) and (ii) of Section 2.5.1 and (1) and (2) of Section 30(A). In addition does the MacBride Principles also applies to the 9 tenets clause as described in the legislation signed into law in October 1998, as part of Public Law 105-277, and as set forth in 24 PA CS8527(b).

A. The answer is “Yes”, for concessionaires (including any parent company, subsidiary, exclusive distributor or company affiliation) who have implemented the “fair employment principles embodied in the MacBride Principles”, the exception rule applies to both clauses (i) and (ii) of Section 2.5.1, page 9, and (1) and (2) of Section 30(A), page 33. In regards to the MacBride Principles 9 Tenet provision, the answer is also “Yes”, confirming the inclusion of the

provision in Section 2.5, page 9, and Section 30 of the Concession Agreement, page 33 .

4Q. Contract Start Date?

A. The Contract start date is the date the Concession Agreement is signed and conformed by the City.

II. Replace the five (5) days cure period for defaults stated in the General Information Section 1.16, Page 6, and in the Concession Agreement (Attachment "A") Section 17, Page 28, and Replace with thirty (30) days cure period for defaults.

**ADDENDUM NO. 2
ACKNOWLEDGEMENT OF RECEIPT
DEC 10, 2008**

**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT**

**CONCESSION BID FOR THE OPERATION AND MANAGEMENT OF VENDING
MACHINE PROGRAM
BID NO. C-101-09**

The attached **Addendum Acknowledgement** contains a clear listing of contents of the addendum for total number of pages. I have carefully read the addendum and verified the presence of all attached documents and number of pages in each document. I certify that I have received all pages listed in Addendum Number 1, Concession Bid for the Operation and Management of Vending Machine Program.

Name of Company

Address

Telephone/Fax

Signature/Title

PLEASE RETURN THIS SHEET VIA FAX TO:

**JULIO VALLEJO
PUBLIC WORKS SUPERVISOR, PROCUREMENT DEPARTMENT
AT 215-686-4728**