BID C-105-08

CONCESSION BID FOR THE OPERATION AND MANAGEMENT OF VENDING MACHINE PROGRAM

ISSUED BY:
CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT

HUGH ORTMAN
PROCUREMENT COMMISSIONER

PROCUREMENT DEPARTMENT
1ST FLOOR, MUNICIPAL SERVICES BUILDING
1401 JOHN F. KENNEDY BLVD.
PHILADELPHIA, PA 19102-1685

A Pre-Bid Meeting will be held on September 16, 2008 at 1:00 PM, in Room 170A, Municipal Services Building, 1401 JFK Blvd, Phila PA 19102

SEALED BIDS WILL BE RECEIVED UNTIL 10:30 AM PREVAILING LOCAL TIME IN ROOM 170A, MUNICIPAL SERVICES BLDG, 1401 J.F.K. BLVD, PHILA., PA 19102 AND WILL BE OPENED IMMEDIATELY THEREAFTER ON SEPTEMBER 25, 2008

QUESTIONS REGARDING THIS BID MUST BE DIRECTED TO THE PUBLIC INFORMATION UNIT (215- 686-4720), PROCUREMENT DEPARTMENT, ROOM 170, MUNICIPAL SERVICES BUILDING, PHILA. PA. 19102

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1. GENERAL BID INFORMATION

1.1 The City of Philadelphia through its Procurement Department ("City") is requesting bids from qualified respondents with the intent to award to the highest responsible bidder (hereinafter called "Concessionaire") for the exclusive right (except as otherwise set forth in the Contract) to operate, manage and maintain vending machines at various facilities within the City. The Concession Agreement as set forth in Attachment “A” will grant the Concessionaire a non-exclusive license to exercise the rights and perform the duties as described.

1.2 The City proposes that the Concessionaire offer a single source, full management program to provide vending services at various City facilities. The successful bidder would be responsible for all aspects of the program to include, but not limited to, installation, maintenance and operation of all machines, collection of revenue and disbursement of commissions to various City departments, issuing various reports detailing machine activity, and providing customer service for problem resolution. Although the number, type and locations of machines fluctuate and no minimum is guaranteed, a breakdown of activity and machine type for all locations is provided as Attachment “D” for the prior year. The Concessionaire would be permitted to manage, operate and maintain the program itself or to use subcontractors (subject to the approval of the City) for certain aspects of the concession as long as there is a single point of contact.

1.3 To be eligible for award under this Concession Bid, the successful bidder must demonstrate that it can provide, as a prime contractor, total responsibility for all requirements set forth in this bid, assuming single source responsibility as the sole point of contact for all contractual matters.

1.4 Satisfactory evidence of the following qualifications must accompany each bid:

1.4.1 Bidders shall have three (3) years prior experience in vending machine management, sales and service in accounts of similar size and complexity as stated in this bid.

1.4.2 Bidders must demonstrate the necessary resources to install, maintain and re-supply the number of machines described in the bid.

1.4.3 Bidders must have sufficient customer support staff for a contract of this size and scope and to provide expeditious problem resolution.

1.4.4 Bidders must have the capability to design and furnish monthly management reports in a format satisfactory to the City.

1.5 The Contract shall be for a term of one (1) year with the option to renew, at the sole

discretion of the City, for three (3) additional one (1) year periods.

1.6 The Procurement Commissioner reserves the right to reject any or all bids and to re-advertise when it will be in the best interest of the City of Philadelphia to do so, and further reserves the right, prior to awarding any contract, to require additional information, by questionnaire or otherwise, as to the qualifications and capabilities of bidder.

1.7 A Pre-Bid meeting will be held September 16, 2008 at 1:00 PM, in Room 170A, Municipal Services Building, 14th & JFK Blvd, Phila PA. All questions pertinent to the bid process will be entertained at this meeting. The City will issue a written response in answer to all questions by way of an addendum. The City, however, is not obligated to answer or respond to any questions received after the Pre-Bid meeting date, nor will the City be bound by verbal responses made by any City employee to any such questions.

1.8 Concessionaire shall at all times comply with all applicable laws, ordinances, rules, regulations, order and tax requirements of the Federal Government, Commonwealth of Pennsylvania and the City of Philadelphia.

1.9 All requirements of federal, state and local law and regulations pertinent to or affecting the handling, sale and disposal of food and beverages sold or served must be complied with. The Concessionaire must, at its own cost and expense, procure and keep in force during the entire period of the Contract all permits and licenses required by such laws and regulations.

1.10 Each bidder must submit with its bid a refundable Certified Treasurer's or Cashier's Check, U S Postal Money Order, or Bank Money Order, made payable to the "City of Philadelphia" in the amount of $1,000 (Bid Deposit). Any bid that is not accompanied by the required bid deposit may be rejected.

1.11 No bid will be accepted from or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the City of any debt, including without limitation tax delinquencies, or contract, or is a defaulter as surety or otherwise, upon obligations to the City, or has failed to perform faithfully any previous contract with the City, or has failed to execute a contract with the City. Nor shall any bid be accepted from, or contract awarded to, any City employee or official who submits a bid or solicits any contract in which the individual may have any direct or indirect financial interest.

1.12 Bids will be received in the form of an offer, to pay a specific percentage of Gross Revenue that will be paid to the City employee controlled funds on a monthly basis for the below listed categories. Include in this section any additional incentives being offered to the City.

1.12.1 Soda machine (12 oz cans, 20 oz bottles),new Age Beverage Machine (16oz / 20 oz glass bottles).

1.12.2 Snack Machine (Glass Front), Juice Machine (11.5 oz cans). Hot Beverage Machine.

1.12.3 Ice Cream, Milk, Cold and Hot Food Machines.

1.13 The concessionaire by submitting a bid, expressly acknowledges and agrees to all terms and conditions set forth in this bid, including without limitation, those terms and conditions set forth in the Concession Agreement attached as Attachment "A".

1.14 Concessionaire shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the services required under this Agreement, the types and minimum limits of insurance specified in Attachment "A". Certificates of insurance evidencing the required coverage must specifically reference the City contract number for which they are being submitted and shall be submitted to the Procurement Department and the City's Risk Manager (One Parkway Building, 14th Floor, Philadelphia, Pennsylvania 19102) at least ten (10) days before concession operations commence and at least ten (10) days before each insurance renewal date. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the City, but under no circumstances shall Concessionaire actually begin operations (or continue operations, in the case of insurance renewal) without providing the required evidence of insurance. The City reserves the right to require Concessionaire to furnish certified copies of the original policies of all insurance required under the Contract at any time upon ten (10) days prior written notice to Concessionaire. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Contract by Concessionaire to the City or to limit Concessionaire's liability under the Contract to the limits of the policies of insurance required to be maintained by Concessionaire hereunder.

1.15 Where one Concessionaire succeeds another Concessionaire, the previous Concessionaire shall have a period of not more than fifteen (15) days after the termination of the Contract to remove its equipment and personal property for the concession premises. There shall be no liability on the part of the City in the event that the new Concessionaire is unable to operate the concession for the first fifteen (15) days of the Contract Term.

1.16 City reserves the right to immediately terminate the Contract, upon five (5) days notice, for breach of any of the terms or conditions herein stated.

1.17 The Contract may be terminated by City for the convenience of City prior to the expiration of the Contract, as of the end of any calendar month, by giving to Concessionaire notice of its intention to terminate the Contract at least thirty (30) days in advance.

1.18 In the event the Contract is terminated for any reason, City shall not be liable for any damages, including damages for loss of profits, that might have been realized had this Contract not been terminated.

1.19 In the operation of the Concession it shall be understood and agreed that the Concessionaire is an independent contractor and not an agent of the City.

1.20 The Concessionaire agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, sex, religion, national origin or ancestry. Breach of this covenant may be regarded as material breach of the Contract.

1.21 For purposes of this Bid and the Concession Agreement, Gross Revenues 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;

2. CONDITIONS OF BIDDING

2.1 Upon award of its bid, the successful bidder shall, at its sole cost and expense, provide the City with a performance bond, as prepared by the Law Department of City, in the amount of Five Thousand Dollars ($5,000.00) as security for the faithful performance of and compliance with all the terms and conditions of the Contract. The performance bond shall be with a surety acceptable to the City and shall name the City as obligee thereon. The performance bond required by this section shall be for the duration of the term, or shall be renewed in a sequence to achieve such duration. In lieu of the performance bond the City may elect, in its sole discretion, to accept a cash deposit as security for faithful performance of and compliance with all the terms and conditions of the Contract.

2.2 In accordance with Chapter 17-400 of The Philadelphia Code, the Concessionaire agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry constitutes a substantial breach of the Contract entitling the City to all rights and remedies provided in the Contract or otherwise available in law or equity.

The Concessionaire agrees to include the immediately preceding paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to the Contract. The Concessionaire further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of the Contract entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

2.3 A Business Privilege License ("BPL") is required for every person desiring to engage in any business within the City of Philadelphia, whether or not such person maintains a place of business in the City. The Concessionaire will be required to furnish a BPL number at the time of award, but no later than before the Notice to Proceed is issued. The BPL is a one-time license (no expiration date). Only one license is needed for multiple locations or for multiple businesses for the same person. If you have never had a BPL assigned, you may request one by filing a Miscellaneous License Application. Applications may be obtained from the Department of Licenses and Inspections, License Issuance Unit, 1401 John F. Kennedy Boulevard, Municipal Services Building, Concourse Level, Philadelphia, Pa. 19102. For further information call (215) 686-2491.

2.4 Certification of Non-Indebtedness

2.4.1 Concessionaire, by submission of this Bid, hereby certifies and represents that Concessionaire and Concessionaire's parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not at any time during the term of the Agreement (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees, or other debts for which no written agreement of payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Concessionaire acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the termination of this Agreement for default (in which case Concessionaire shall be liable for all excess costs and other damages resulting from the termination).

2.4.2 Concessionaire shall require all subcontractors performing work in connection with the Agreement to be bound by the following provision and Concessionaire shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

Subcontractor hereby certifies and represents that Subcontractor and Subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not at any time during the term of Concessionaire's Agreement with the City, including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees, or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Subcontractors acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination).

2.5 Businesses Doing Business in Northern Ireland.

2.5.1 In accordance with Section 17-104 of The Philadelphia Code, Concessionaire by submission of this Bid, certifies and represents that (I) Concessionaire (including any parent company, subsidiary, exclusive distributor or company affiliated with Concessionaire does not have, and will not have at any time during the term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless Concessionaire has implemented the fair employment principles embodied in the MacBride Principles.

2.5.2 In the performance of the Agreement, Concessionaire agrees that it will not utilize any suppliers, subcontractors, or subconsultants at any tier (I) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchisee, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier, subconsultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Concessionaire further agrees to included the provisions of this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connections with the performance of the Agreement.

2.5.3 Concessionaire agrees to cooperate with the City's Directory of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Concessionaire expressly understands and agrees that any false certification or representation in connection with this Paragraph 9 and/or any failure to comply with the provisions of this Paragraph 9 shall constitute a substantial breach of the Agreement entitling the City to all rights and remedies provided in the Agreement or otherwise available in law (including, but not limited to, Section 17-107 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

2.6 Participation of Minority, Woman And Disabled Owned Business Enterprises In City Contracts

2.6.1 This Bid is subject to the Mayor's Executive Order, No.02-05. See Attachment "B" for the document entitled "Participation of Minority, Woman and Disabled Owned Business Enterprises in City Contracts" and the requirements that apply to this Bid.

2.7 Ethics Requirements

2.7.1 To preserve the integrity of City employees and maintain public confidence in the competitive Request for Bid system, Mayor's Executive Order No. 02-04 prohibits City officials and employees from soliciting or accepting anything of value from any person seeking to initiate or maintain a business relationship with City of Philadelphia departments, boards, commissions and agencies. Executive Order No.02-04 is intended to apply to any person(s) whose business or activities are inspected or regulated by any City agency, engaged as either principal or attorney in proceedings before any City agency or court of law in which the City is an adverse party, or whose interests may be affected by the performance or nonperformance of any employee's official duties.

2.7.2 All City employees have been instructed, when presented with gifts or gratuities as indicated by Executive Order No.02-04, to report those actions to the appropriate authorities who will in turn act to the fullest extent of City policies and regulations governing those practices. All Bidders, their employees, agents or intermediaries, who are solicited for gifts or gratuities by City employees, are urged to report those incidents to the Inspector General's Office at (215) 592-4990, or to forward documented incidents to the attention of the Inspector General, ARA Tower, Third Floor, 11th & Markets Streets, Philadelphia, PA 19107. A complete copy of Executive Order No.02-04 is available for inspection in the Procurement Information Office, Room 170, Municipal Services Building, 1401 John F. Kennedy Boulevard, Philadelphia, PA, between the hours of 9:00 A.M. and 4 P.M.

2.8 Tax Requirements

2.8.1 Any contractor, vendor of goods, or provider of services, who bids on and is awarded a contract by the City and/or the School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City and or the School District pursuant to a bid or request for bids has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of service within the City constitutes "doing business" in the City, and subjects the successful bidder to City tax requirements, including without limitation one or more of the following taxes:

a. Business Privilege Taxes
b. Net Profits Tax
c. City Wage Tax

2.8.2 The Concessionaire, if not already paying the taxes listed above, will be required to apply to the City of Philadelphia Department of Revenue,

Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102, for a tax account number and to file appropriate business tax returns as required by Applicable Law. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at: (215) 686-6600.

2.8.3 In addition to the City's tax requirements, the Concessionaire must timely pay all federal, state, and local taxes, assessments, and levies, however characterized, that apply to the Concession, the Concession Agreement, and the Concessionaire's activities under these Specifications and the Concession Agreement.

2.8.4 Any failure by the Concessionaire to comply with the requirements set forth in these Specifications regarding payment of taxes, or Concessionaire's failure to otherwise pay taxes as required by Applicable Law, is a default of the Concession Agreement.

2.9 Audit

2.9.1 All bidders are to be aware of the fact that the City intends to use an independent third party to perform routine audits of the successful bidder's vending sales and concession fee payments to insure compliance with all terms of the contract.

2.9.2 Vendor shall be responsible for all audit charges assessed to the City by the independent third party for discrepancies found as a result of the audit.

2.9.3 City shall bill vendor for the total of the discrepancies plus the charge assessed by the independent third party. Failure of vendor to reimburse the City will be cause for default of the contract.

2.9.4 If for any period within the initial term or subsequent renewal term (if applicable), the City or an independent third party determines that an overcharge has occurred, and the vendor has not resolved such discrepancies with City or the independent third party within (30) days of being advised of the discrepancies. The City may impose an interest charge as described in paragraph 4(c) of the concession agreement, attachment A.

2.10 Fidelity Bond

2.10.1 The successful concessionaire shall, at its sole cost and expense, obtain and maintain during the initial term and any renewal term(s) of the Agreement, a Fidelity Bond in an amount of Twenty Five Thousand Dollars ($25,000) covering concessionaire's employees who have financial responsibilities

related to the receipt and disbursement of funds under the Agreement. The Fidelity Bond shall name the City as a beneficiary. Evidence of existence of the Fidelity Bond shall be submitted to the City prior to the commencement of services.

3. BID SPECIFICATIONS

3.1 The Concessionaire shall agree, immediately upon issuance of a Notice to Proceed by the City, to install, operate and maintain the vending equipment as detailed in this bid.

3.2 The vending machines shall be installed and or removed at location by the successful bidder at its sole expense. Any damage caused by the movement of the machines shall be the sole responsibility and expense of the successful bidder.

3.3 All products sold or kept for sale shall be of the highest quality, wholesome and pure, and conform to all applicable federal, state, and local laws, acts, ordinances and regulations. Upon request of the City of Philadelphia, local brand" products may be included in the inventory of products sold on City facilities.

3.4 The suggested pricing for products is stated below. The Bidder, as part of its submittal, shall submit the recommended price structure for all products. **Once accepted by the City, any and all requests for adjustments are subject to the prior approval of the City of Philadelphia.**

Soda (12 oz cans)	$.75
Soda (20 oz bottle)	$1.50
Enhanced Beverage	$2.00
New Age Beverage (16/20 oz)	$1.25
Juice (11.5 oz)	$1.50
Hot Beverage	small $.45/large $.55
Snacks	small $.85-$1.00/large $1.25
Candy	$1.25
Gum/Mints	$.65
Ice Cream	$.75
Milk (8 oz carton)	$.65
Chocolate Milk (8 oz carton)	$.80
Fresh Sandwiches	$2.00
Frozen Foods	$1.00/$3.50
Fresh Pastry	$.85 & $1.00
Salads/Platters	$3.50
Premium Products/Specialty Items:	
Beef Jerky Sticks	$1.25
Trail Mix	$1.25

3.4 Successful bidder shall not make any arrangements for power, electrical, plumbing, or structural changes in or to the locations. Request for these changes must be in writing and are subject to the written approval by the City of Philadelphia.

3.5 Successful bidder shall be responsible for the monthly payment of a Concession Fee to

each location based on a percentage of gross revenue generated by each machine. Gross Revenue does not include cash or credit refunds made to customers on transactions in the ordinary course of business. Payment of the monthly Concession Fee is remitted to, and made payable to the appropriate employee fund, on or about the 10th of the month proceeding the sales period as described in the Agreement.

3.6 Successful bidder is responsible for working with appropriate City personnel in each location to establish a refund program. The refund program shall include a procedure whereby notice is given to successful bidder of mechanical and other problems with machines installed by the successful bidder. The appropriate City personnel will record the name, amount lost in machine, date, time, and vending machine identification in which the malfunction occurred. All refunds must be reimbursed by the successful bidder promptly; only cash refunds are acceptable.

3.7 Successful bidder shall agree that during the term of the Agreement and for at least three (3) years thereafter, to keep and preserve at its office; balance sheets, statements of earnings, general ledger, receipts and disbursement journals, sales records, cleaning and service records, and other supporting documentation which shall disclose in detail all information required to permit the City to verify contract performance and payment of all amounts due or required to be paid hereunder and which shall conform to and be in accordance with generally accepted accounting principles.

3.8 Successful bidder shall, and shall cause any of its subcontractors, to procure and maintain all necessary permits and licenses for the lawful operation of its business and the machines including, but not limited to, the procurement of a Department of Licenses and Inspections Food Vending Machine License which can be obtained in the concourse level of the Municipal Services Building.

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3.9 Successful bidder shall be required to coordinate with appropriate City personnel to maintain sufficient levels of product in the various vending machines found in Attachment “D”, *Location and Equipment Listing.* City facilities that are 24 hour-a-day, 7 day-a-week operations may require extensive (possibly daily) visits to the location(s) to keep vending machines operating at suitable product levels. It is the successful bidder’s responsibility to insure that City facilities will have a continuous supply of fresh vending machine products.

3.10 Successful bidder must coordinate with the respective City Operating Department representative(s) in situations where "product rights" agreements exist for a given facility. If such an agreement exists for a given facility, the Concessionaire will certify that products dispensed from machines in that facility conform to the products rights agreement. In the event that the City enters into city wide products rights agreement for all of its facilities, the successful bidder must agree to conform to the products rights agreement as to the products dispensed from the vending machines.

3.11 Equipment, Maintenance and Service.

3.11.1 The City has established minimum equipment, maintenance and service standards for successful bidder authorized to operate in the City. Meeting these minimum requirements does not ensure acceptance of your bid. If your bid is accepted, you will be required to adhere to these standards upon issuance of the Notice to Proceed by the City.

Verification of successful bidders' adherence to these standards is obtained initially by submission of photographs of all vending equipment upon installation, and subsequently through site visits by City personnel during the term of the Agreement.

3.11.2 The following types of vending equipment may be required of the successful bidder depending upon the specific needs of the location(s) as described in the *Location and Equipment Listing*, attached to this bid as Attachment "D". Please attach to your bid, technical literature (catalogue cuts) of the type of equipment described in Attachment "D". As a minimum, the technical literature should indicate: type of equipment, make, model number, year of manufacture, performance and other essential characteristics.

Soda Machine (12 oz. Cans)	Hot Beverage Machine
Soda Machine (20 oz. Plastic Bottles)	Cold Food Machine
Juice Machine (11.5 oz. Cans)	Microwave Oven
Snack Machine (Glass-front)	Condiment Stand
Ice Cream Machine	Bill Changers
New Age/Enhance Beverage Machine	Milk Machine
(16 oz. / 20 oz. Bottles)	Hot Food Machine

3.11.2.1 ***Equipment***

3.11.2.1.1 All equipment will be 72" in height, state of the art, and less than three years old. Microwave Ovens, Bill Changers, and Condiment Stands are not required to be 72" in height, but are nonetheless required to be state of the art, and less than three years old. For the Municipal Services Building, 15th and J.F. Kennedy Boulevard, the Department of Public Property is interested in machines with a smaller footprint due to space limitations in the building. As part of the submittal, bidder should indicate any options that are available.

3.11.2.1.2 All vending machines will have non-resettable counters (meters) prior to installation. This provides a cash

accountability system and must be reported on a monthly basis to City.

3.11.2.1.3 All machines will be equipped with dollar bill validators. All machines must be capable of accepting at all times, all of the legal currency issued by the United States Government.

3.11.2.1.4 Successful bidder must display their identification tag on all machines. This will identify their company name and a phone number to call for service or repairs. No signs, posters, or advertising shall be displayed on the machines. In the event that the successful bidder subcontracts a portion of the vending activity to another vending machine company, the successful bidder identification tag must appear on the subcontracted machine(s). The City of Philadelphia reserves the right to place identification tags on machines in addition to those placed by the successful bidder.

3.11.2.2 ***Maintenance***

3.11.2.2.1 Successful bidder shall be responsible for all routine maintenance related to the operation of the Vending Program. The successful bidder must maintain all equipment installed by successful bidder, including Microwave Ovens and Condiment Stands, and surrounding areas and fixtures, in a good, clean, and attractive condition and repair at all times. The vending machines must be maintained on the inside and outside in a clean sanitary manner.

3.11.2.2.2 Successful bidder must maintain detailed records of cleaning schedules and service calls.

3.11.2.2.3 The successful bidder shall respond promptly to all requests for maintenance and/or service within 24 hours of request for all equipment installed by the successful bidder.

3.11.2.2.4 Successful bidder shall provide a complete and proper arrangement at the Vending Location for the frequent and adequate sanitary handling and disposal of all trash, garbage, and other refuse in a manner approved by the

City of Philadelphia. Piling of boxes, cartons, barrels, pallets, or other similar items, in an unsightly unsafe manner on or about the Vending Location, is forbidden.

3.18.2.8 Where appropriate, the City shall provide the following services to Concessionaire without charge, provided that the Concessionaire uses such services in reasonable amounts and in a reasonable manner acceptable to the City:

- electricity
- heat
- ventilation
- water and steam
- elevator
- lavatory

3.12 ***Management Reports***

The successful Bidder will be required to furnish electronic monthly reports that detail all of the activity of the reporting month.

3.12.1 *Summary Report (Monthly)*
An account summary showing sales period, current month, gross sales, current month concession fee paid, year-to-date gross sales, year-to-date concession fees paid. Included also would be any narrative appropriate to the account. Report to be sent to the Procurement Department monthly.

3.12.2 *Location Report (Monthly)*
A report that details by location and by machine, the monthly gross sales and concession fee paid for each location and machine. The report must detail the meter counts showing beginning balance and ending balance to confirm gross sales for the period. Report to be sent to all locations monthly.

3.12.3 *Yearly Report*
A report that details: the gross sales by month for each location; the gross revenue by month for each product sold; and the gross revenue for the type of product sold at each location. Annual report will be sent to the Procurement Department.

4. MINIMUM QUALIFICATIONS

(Bidders must provide satisfactory evidence of the following qualifications and furnish the requested information on the Bid Form Attachment "C")

4.1 Bidder shall have three (3) years prior experience in vending machine management, sales and service in accounts of similar size and complexity as stated in this bid.

4.2 Bidder must demonstrate the necessary resources to install, maintain and re-supply the number of machines described in this bid.

4.3 Bidder must have sufficient customer staff for a contract of this size and scope and to provide expeditious problem resolution.

4.4 Bidder must have the capability to design and furnish monthly management reports in a format satisfactory to the City.

4.5 Provide a brief history of your organization and an executive summary that describes your company's qualifications. This summary shall include number of employees, number of years in business, and resume of the Concession Manager.

4.6 Provide evidence of financial capability and stability; this should include audited financial statements, or business tax returns for the last year, letters of credit, etc. List bank reference(s), suppliers, name and accounts, loans or lines of credit and relevant dates that accounts were established.

4.7 If you are a partnership or a joint venture, give the date of agreement, County and State where agreement was filed, and name and address of each partner. If you are a corporation, give the date and state of organization and the names and addresses of the officers.

4.8 List all bankruptcy actions against you, your company or related companies in the last five (5) years.

4.9 List the Surety companies which have heretofore issued performance bonds to you for prior contracts. Give names and addresses of each Surety company, amount of each bond and the term of each bond. List any performance bonds that were called the last five (5) years due to unsuccessful completion of the contract.

CONCESSION BID FORM

BID NO. C- 105-08 **BID OPENING DATE_____**

CONCESSION BID FOR THE OPERATION AND MANAGEMENT OF VENDING MACHINE PROGRAM

Issued by:
City of Philadelphia Procurement Department

Sealed bids will be received until 10:30 AM prevailing local time in Room 170A, Municipal Services Building, 1401 J.F.K Boulevard, Philadelphia, PA 19102

The undersigned acknowledges that it has read the concession agreement (Agreement") attached to these bid specifications as "Attachment A", and agrees, if this bid is accepted within sixty (60) days from the date of opening of bids, to fully execute the agreement, and deliver all insurance certificates, bonds, etc, required by the bid specification and contract.

Accompanying this bid is a check in the amount of One Thousand Dollars ($1,0000.00) payable to the City of Philadelphia (the "Bid Deposit"). All bid surety shall be submitted in the form of a certified check, treasurer's check, bank check, bank money order or U.S. Postal money order.

The bidder agrees to pay to the City of Philadelphia: _____% of Gross Revenue that will be paid to the City employee controlled funds on a monthly basis, as per the "Concession Fee" defined in Section 4 of the Concession Agreement throughout the term of the contract.

SUBMIT SEALED BIDS ON THIS FORM

SIGNING OF BIDS:

If bid is by an INDIVIDUAL or a PARTNERSHIP, date and sign the bid here, with original signatures, in ink.

This ____ day of _____, 2008

_____

(Signature of Owner, Partner)

_____

(Business name of Bidder)

_____

(Address, including Zip Code)

_____

(Telephone Number, including Area Code)

If bid is by a CORPORATION, date and sign the bid here with original signatures, in ink, by (a) President or Vice-President of the corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation; and (c) affix the seal of the corporation. If the form is not signed by the President or a Vice-President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

This ____ day of_____, 2008

_____

(Corporate or Business name of Bidder)

_____

(Address, including Zip Code)

_____

Telephone Number, including Area Code)

_____

(Signature of President or a Vice-President)

_____

(Signature of Secy., Asst., Secy., Treas., or Asst., Treas.)

ATTACHMENT "A"

CONCESSION AGREEMENT

THIS AGREEMENT, made this day of 2008, by and between THE CITY OF PHILADELPHIA, a municipal corporation, ("City") and _____ ("Concessionaire").

1. Recital.

The Concessionaire is the successful bidder to Bid No. C-105-08 for the operation and management of a vending machines program, as described in the Bid Specification and any attachments or addenda to Bid No. C-105-08 ("Bid Specification") attached hereto and which are made a part hereof this concession agreement ("Contract").

2. Grant of Concession.

The City hereby grants to Concessionaire, managerial control over the City's vending program and the non-exclusive privilege to install, operate and maintain vending equipment, vending services or products within the vending premises ("Vending Premises") as defined and scheduled in the "Location and Equipment Listing", found in Attachment "D" to the bid, in strict and exact accordance with the terms and conditions of this Contract. The grant of these privileges by the City to Concessionaire may be referred to in this Contract as the "Concession." In the operation of the Concession it is acknowledged and understood that Concessionaire is an independent contractor and not an agent of City.

3. Term.

The term ("Term") of the Agreement shall be for a period of one (1) year, and may be renewed, in the sole discretion of the City, for up to three (3) additional one (1) year periods, unless sooner terminated as provided in this agreement.

4. Payment of Vending Fees

(a) Beginning with the second calendar month of the Term, and every month thereafter, Concessionaire shall, without demand, notice or setoff, no later than the tenth(10th) day of each calendar month, pay to each location the amount(s) equal to the percentage of Gross Revenue, as defined below and identified in Concessionaire's bid, received by Concessionaire during the preceding calendar month ("Vending Fee"). Concessionaire shall set forth on a Monthly Route Card, the Vending Fee which is due for payment generated by each vending machine. The concessionaire's payment of the Vending Fee for the final calendar month or partial calendar month of the Term shall be made within thirty (30) days after the expiration or termination of the Agreement. The Concessionaire shall remit Vending Fees by bank check, cashier's check, certified check, or direct deposit made payable to the appropriate City Employee Managed Fund or such other account as the Procurement Commissioner shall designate.

(b) "Gross Revenue" means all revenue received or collected by Concessionaire or arising out of the privileges granted hereunder whether such revenue is

received in the form of cash, credit, exchange or otherwise, without reserve or deduction for failure or inability to collect. No franchise or capital stock tax and no income or similar tax based on income or profits shall be deducted from Gross Revenue.

(c) In addition to any of the rights and remedies set forth elsewhere in this Agreement or available in law or equity, in the event Concessionaire fails to make payments as required herein on the due date, the City may impose an interest charge of one hundred and twenty-five percent (125%) per annum of the prime rate of Wachovia Bank (or its equivalent in the event there shall be no prime rate) on all amounts due from the due date until paid.

5. Installation of the Vending Equipment

Immediately upon receipt of notice to proceed, which notice shall be issued by the City, Manager shall install, without damage to the Vending Premises and at Manager's sole expense, vending equipment at the Vending Premises, in such locations as specified in the "Location and Equipment Listing," found in Attachment "D" to the bid or in such locations as specified by the City.

6. Maintenance of the Vending Equipment and Product Rotation.

At its sole cost and expense, the Manager shall maintain the vending equipment installed by the Manager in a good, clean and attractive condition and repair at all times, and in accordance with the bid. Manager shall change all food and beverage items in accordance with applicable health standards to insure maximum quality and freshness.

7. Compliance with Laws.

Concessionaire shall observe and comply with all present and future laws, ordinances (including, but not limited to, the Fair Practices Ordinance, The Philadelphia Code, Chapter 9-1100), statutes, orders, rules, regulations, and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, or any other body exercising functions similar to those of any of the foregoing, which may be applicable to Concessionaire, including but not limited to, building security rules and health and sanitation standards ("Applicable Laws").

8. Taxes.

Concessionaire shall pay before delinquency all taxes, of any and all governmental authorities, that may be levied, assessed, or charged against the Concessionaire's interest in this Agreement, against the personal property of Concessionaire within the Vending Premises, or upon the rights of Concessionaire to occupy the Vending Premises as provided in this Agreement or upon the Concessionaire's income from the operation of this privilege.

9. Products, Prices, etc.

All prices charged by Concessionaire for the sale of Products from the Vending Equipment shall be in conformity with the prices as set forth in the Concessionaire's bid. Any changes to these prices shall be subject to the prior written approval of the City. The types of products, portion sizes, and product standards shall be determined as set forth in the Bid and Agreement. Concessionaire may substitute or add items to be sold only with the prior written approval of the City.

10. Quality of Products; Right to Inspect Products and Equipment.

All products sold by Concessionaire at the Vending Premises shall be of the highest quality and shall conform with this Agreement and all applicable federal, state, local laws, acts, ordinances and regulations. City shall have the right, but not the obligation, at all times during the term and whether the privilege granted hereunder is in operation or not, to inspect products to be sold by the Concessionaire and to approve them or reject them if they do not conform with the provisions of this Agreement. In the event that the City shall notify Concessionaire of City's rejection of nonconforming products, Concessionaire shall immediately cause such nonconforming products to be removed from the Vending Premises and shall not permit them to be sold on the Vending Premises. Any sale of such nonconforming products by Concessionaire after the receipt of such notice shall constitute a material breach of this Agreement. City shall also have the right, but not the obligation, to inspect Concessionaire's equipment and request the immediate removal from the Vending Premises of any equipment that, in the City's sole determination, does not meet the conditions of this Agreement.

11. Insurance, Performance Bond and Fidelity Bond.

(A) Insurance

Concessionaire shall, at its sole cost and expense, obtain and maintain during the Term of this Agreement and for the period of time following the Term of this Agreement, as is required to fulfill Concessionaire's indemnification obligations hereunder, the following insurance policies in the following minimum amounts:

(i) Workers Compensation and Employers' Liability:

(1) Workers Compensation: Statutory limits
(2) Employer's Liability:
$500,000 each accident - bodily injury by accident;
$500,000 each employee - bodily injury by disease;
$500,000 policy limit - bodily injury by disease;
(3) Other States' coverage and Pennsylvania Endorsement

(ii) General Liability Insurance:

(1) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; $1,000,000 personal and advertising products and completed operations.

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed

operations; independent contractors; employees and volunteers as additional insured; cross liability; and broad form property damage (including completed operations).

(iii) Automobile Liability
(1) Limit of Liability; $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
(2) Coverage: Owned, non-owned and hired vehicles.

(iv)Property All Risk in an amount sufficient to cover Concessionaire's equipment.

All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall services commence until the required evidence of insurance has been furnished. If Concessionaire fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of this Agreement and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled or non-renewed. The City of Philadelphia, its officers, employees, agents and representatives are to be named as additional insured on the General Liability Insurance policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees, agents and representatives as additional insured will be primary to any coverage available to them. Certificates of insurance evidencing the required coverage must specifically reference the City Contract number for which they are being submitted and shall be submitted to the operating department and the City's Risk Manager (14th Floor, One Parkway Building, 1515 Arch Street, Philadelphia, PA.19102) upon execution of the Agreement, and at least ten (10) days before each renewal date. The City reserves the right to require Concessionaire to furnish certified copies of the original policies of all insurance required under this Agreement at any time upon ten (10) days prior written notice to Concessionaire. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made by Concessionaire to the City or to limit Concessionaire's liability under this Agreement to the limits of the policies of insurance required to be maintained by Concessionaire. If Concessionaire, during the Term of the Agreement neglects or refuses to maintain any of the insurance required herein, or fails to submit proof of such insurance as required herein and fails to cure same after five (5) days written notice from the City informing Concessionaire of such default, then the City may terminate this Agreement immediately without any liability on its part. In such event, Concessionaire shall continue to be subject to any and all liabilities of Concessionaire, actual or contingent, which may have arisen on or before such termination date, and City reserves to itself all of the remedies available in law or in equity or contained in this Agreement.

(B) Performance Bond

Upon award of its bid, the successful bidder shall, at its sole cost and expense, provide the City with a performance bond, as prepared by the Law Department of City, in the amount of Six Thousand Dollars ($5,000.00) as security for the faithful performance of and compliance with all the terms and conditions of the Contract. The performance bond shall be with a surety acceptable to the City and shall name the City as obligee thereon. The performance bond required by this section shall be for the duration of the term, or shall be renewed in a sequence to achieve such duration. In lieu of the performance bond the City may elect, in its sole discretion, to accept a cash deposit as security for faithful performance of and compliance with all the terms and conditions of the Contract.

(C) Fidelity Bond.

Concessionaire shall, at its sole cost and expense, obtain and maintain during the Term and any renewal Terms of this Agreement, a fidelity bond in an amount of Twenty Five Thousand Dollars ($25,000), covering Concessionaire's employees who have financial responsibilities related to the receipt and disbursement of funds under this Agreement. In lieu of a fidelity bond, Concessionaire may obtain coverage for crime insurance with limits of $25,000. The fidelity bond or crime insurance, whichever is obtained by Concessionaire, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services.

12. Indemnification of City.

Concessionaire agrees to defend, indemnify, and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, expenses and liabilities, occasioned wholly or in part by Concessionaire’s act or omission or negligence or fault or the act, omission, negligence or fault of Concessionaire’s agents, Subcontractors, employees or servants in connection with the privileges granted hereunder, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such Subcontractors and suppliers, any breach of the Agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). The obligation to indemnify, defend and hold harmless City, its officers, employees and agents, shall survive the termination of this Agreement.

13. Entry on Vending Premises by the City.

The City may enter the Vending Premises at all times, for any purpose, including, but not limited to:

(A) Inspecting the Vending Premises products or equipment in order to determine whether the Concessionaire has complied or is complying with the terms and conditions of this Agreement;

(B) Exercising any matters pursuant to the City's governmental functions;

(C) Carrying out any purpose necessary, incidental, or connected with the performance of the City's obligations hereunder;

(D) Making any repairs to the Vending Premises.

14. Destruction of Vending Premises.

(A) If all or any part of the Vending Premises is destroyed by fire or other casualty, so that Concessionaire is unable to provide services required by this Agreement, the City may, in its sole discretion, either (i) terminate this Agreement in full or in part by terminating any obligations with respect to the destroyed Vending Premises, either termination without liability on the part of the City, or (ii) repair damage after the occurrence of the casualty. The City shall notify Concessionaire of its election in a reasonable period of time after the occurrence of the casualty.

(B) If the City elects to terminate this Agreement, Concessionaire shall be liable to the City for the Concession Fees for the month in which the casualty occurred, in an amount equal to the Concession Percentage times the Gross Revenue received by the Concessionaire in the portion of the calendar month before the occurrence of the casualty.

(C) If the City elects to repair the damage, the obligation of Concessionaire to pay the Concession Fees shall be suspended from the date of the casualty until the City has notified Concessionaire that the Vending Premises are ready for resumption of services.

(D) Concessionaire hereby releases the City from any and all claims for damage, loss, or compensation, including, but not limited to claims for interruption of business or loss of profits, arising from the destruction of or damage to the Vending Premises or Concessionaire's equipment and products by fire, flood, vandalism or other casualty, whether or not such casualty was insured or uninsurable.

15. Records; Inspection.

(A) Maintenance of Records

Concessionaire shall keep and preserve at its office during the term of this Agreement and for at least three years after the termination or expiration of this Agreement, balance sheets, statements of earnings, general ledger, receipts and disbursement journals, sales records, cleaning and service records and other supporting documentation which shall disclose in detail all information required to permit City to verify contract performance and payment of all amounts due or required to be paid under this Agreement. All financial records maintained by Concessionaire shall be in accordance with generally accepted accounting principles.

(B) Inspection.

The City shall have the right to inspect and review the Concessionaire's books of account, and other records maintained as required by this Agreement, at all reasonable times and at such place as the City may prescribe.

16. Surrender of Vending Premises.

Concessionaire shall on the last day of the Term or upon any earlier termination of this Agreement, immediately vacate the Vending Premises without delay, leaving said Vending Premises in good order, condition and repair and free and clear of all lettings, occupancies, liens, and encumbrances other than those, if any, created by the City. No further notice to vacate the Vending Premises shall be required. Concessionaire shall remove any and all equipment installed by Concessionaire. Concessionaire shall cooperate with any succeeding concessionaire prior to the last day of the Term in order to effectuate a smooth, orderly, and

uninterrupted transition in the operation of the concession services.

17. Default and Termination of the Agreement.

(A) Any failure by Concessionaire to comply with any provision of the Agreement may, in the sole discretion of the City, constitute an event of default. In the event of a default by Concessionaire, City shall give Concessionaire written notice of such default and permit Concessionaire, within a period of five (5) days thereafter, or such additional cure period as City may authorize, to correct the default; provided, however, that no such notice from City shall be required nor shall City permit any period for cure if the event of default creates an emergency which requires, in City's sole discretion, immediate exercise of City's rights or remedies. After providing such notice and grace, the City may terminate the Agreement if Concessionaire, in the City's sole judgment, has failed to satisfactorily cure such default. No extension or indulgence granted to Concessionaire shall operate as a waiver of any of City's rights in connection with the Agreement. The right to terminate the Agreement shall not be exclusive and is in addition to any other rights or remedies available to City under this Agreement, at law or in equity.

(B) In addition to termination for default, the City shall have the right to terminate this Agreement at any time during the term of the Agreement, for any reason, including, without limitation, its own convenience. If the Agreement is terminated solely for the City's convenience, the City shall issue a written notice to Concessionaire, no less than ninety (90) days prior to the effective date of such termination.

(C) If the Agreement is terminated, the Vending Fees for the entire unexpired balance of the Term, as well as all other charges, payments, costs, and expenses herein agreed to be paid by Concessionaire or, at the option of the City, any part thereof, in addition to any and all installments of the Vending Fees already due and payable and in arrears shall be taken to be immediately due and payable by the terms and provisions of this Agreement.

18. Covenants of Concessionaire.

(A) Concessionaire covenants that it will not:

(i) Occupy the Vending Premises in any way, or for any purpose, other than as herein provided.

(ii) Assign, mortgage, pledge, encumber, underlet, or sublet the Vending Premises or any part thereof.

(iii) Vacate the Vending Premises or remove there from any goods or property otherwise than in the ordinary and usual course of the Concessionaire's operation, service, and maintenance of the equipment without having first paid and satisfied the City in full for all Concession Fees and other charges then due or thereafter becoming due until the expiration of the then current Term.

(iv) Furnish, maintain, store, or cause or permit to be furnished, maintained or stored, gasoline, fuels, lubricants, or other flammable materials at the Vending Premises without the prior written consent of the City.

(B) Concessionaire covenants that it will:

(i) Keep the Vending Premises in good repair, maintenance and condition at all times during the Term, at its sole cost and expense. The Concessionaire shall keep all equipment, fixtures and furnishings of any nature used in connection with its operation, whether

owned by the Concessionaire or the City, in good condition, order and repair at all times. Should damage occur, repair, and/or replacement shall be made by Concessionaire at its own expense at the election and to the satisfaction of the City, in accordance with specifications approved in writing by the City. All equipment, fixtures, and furnishings of any nature which, in the opinion of the City, are worn or damaged so as not to present a good appearance, or become incapable of being kept in good working order, must be removed and replaced by Concessionaire upon receipt of written notice to that effect from the City, in accordance with specifications approved in writing by the City.

(ii) Use every reasonable precaution against fire.

(iii) Furnish good, prompt, and efficient service, adequate to meet all the demands for its service at the Vending Premises, furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof.

(iv) Procure and maintain quality products and equipment in sufficient supply to meet the reasonable needs and requests of the City and maintain the highest degree and standards of sanitation and service.

(v) Give to the City without demand within three (3) days of such occurrence, notice of any theft, accident, fire, or damage occurring on, or to, the Vending Premises.

(vi) Peaceably deliver up and surrender possession of the Vending Premises to the City at the expiration or other termination of this Agreement in as good order and condition as the same now are or may hereafter be improved by Concessionaire or the City, all to the satisfaction of the City.

19. Force Majeure.

Anything in this Agreement to the contrary notwithstanding, the City shall not be responsible or liable for failure to fulfill any of its obligations set forth in this Agreement (including the Bid) occasioned by acts of God, acts of public enemy, riot, freight embargo, strike, other work stoppage, government action, breakdown or failure of apparatus, equipment or machinery employed in supplying required services or any act or condition beyond the reasonable control of the City.

20. Assignment and Transfer; Subcontracting

(A) Assignment and Transfer

(1) Concessionaire may not transfer or assign this Agreement, either in whole or in part, without the prior written consent of the City. If the City approves any transfer or assignment of this Agreement, Concessionaire will, nevertheless, remain liable for the performance of all the obligations of the Concessionaire under this Agreement. The Concessionaire will require any transferee or assignee to execute and deliver to the City an assumption of liability agreement, in form satisfactory to the City, including without limitation, the assignee's ratification of and agreement to be bound by all of the provisions of this Agreement. The consent of the City to one or more assignments or transfers of this Agreement shall not be construed as a consent to any other assignment or transfer of this Agreement.

(2) The City may assign, transfer, or encumber the City's interest in this Agreement at any time without notice to Concessionaire. Concessionaire waives any requirements under the laws of the Commonwealth of Pennsylvania regarding the witnessing or

execution of assignments.

(B) Subcontracting

(1) Concessionaire shall not delegate or enter into any subcontracts for the performance of its obligations under the Agreement, in whole or in part, without on each occasion obtaining the prior written consent of the City. Concessionaire shall submit to the City, copies of all proposed subcontract(s) to be entered into by Concessionaire, along with Concessionaire's written request for the City's consent. All such subcontracts must specify that the City is designated as a third party beneficiary of the subcontract and services provided by the subcontractor shall be in accordance with the terms of this Agreement. The subcontract(s) must also specify that the subcontractor shall be bound by the same requirements as Concessionaire under this Agreement including, without limitation, indemnification of City, insurance, maintenance and preservation of records and audit by City.

(2) The City's consent to or approval of any subcontract shall not create any obligation of the City to any subcontractor and there is no agency between City and subcontractor(s).

(3) Upon request by the City (at the City's sole option) and upon receipt of written notice from the City stating that the Agreement between the City and Concessionaire has been terminated, the subcontractor(s) agrees that it will continue to perform its obligations under its subcontract for the benefit of the City in accordance with the terms and conditions of this Agreement.

(4) No permitted subcontract(s) shall relieve Concessionaire of any obligation under this Agreement. Concessionaire shall be as fully responsible for the acts and omissions of its subcontractors or persons either directly or indirectly employed by them, as it is for the acts and omissions of Concessionaire or persons directly or indirectly employed by Concessionaire.

(5) Any purported subcontract(s) in violation of this Section or of any other Section in this Agreement shall be of no force and effect.

21. No Lease.

This Agreement creates a personal contractual obligation of Concessionaire. Nothing in this Agreement shall be construed as granting a leasehold interest in the Concession Premises to the Concessionaire. Concessionaire is an independent contractor and not an agent, partner, or employee of the City.

22. Condemnation.

If the Vending Premises or any part of the Vending Premises, are taken under condemnation proceedings by any government authority, the City may, at the City's option, delete the vending location or terminate this Agreement as of the date of the taking. All damages awarded for such taking shall belong to and become the property of the City. Concessionaire shall have no claim against the City by reason of such taking, termination or deletion of location and shall not have any claim or right to any portion of the amount that may be awarded or paid to the City as a result of any such taking.

23. No Delinquencies.

Concessionaire and any entities under common control with Concessionaire or

controlled by Concessionaire are not currently indebted to the City, and will not at any time during the term of this Agreement (including any renewal Term(s)) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Concessionaire shall remain current during the term of this Agreement with all such payments and shall inform the City in writing of Concessionaire's receipt of any notices of delinquent payments within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Concessionaire acknowledges that any breach or failure to conform to this representation and covenant may, at the option of the City, result in the withholding of payments otherwise due to Concessionaire and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement for default (in which case Concessionaire shall be liable for all excess costs and other damages resulting from the termination). In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

24. Agreement Binding.

This Agreement is binding upon the parties, their heirs, executors, administrators, successors, and assigns, subject to the provisions of Section 20 of this Agreement.

25. Notices; Approvals.

All notices, requests, and other communications under this Agreement shall be in writing and shall be sent by United States regular, registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If intended for the City:

Sandra T I Early, Deputy Procurement Commissioner
1401 J.F.K. Blvd.
Municipal Services Building - Room 120
Philadelphia, PA 19102

If intended for Concessionaire:

26. Captions and Section Numbers.

The captions, article numbers, and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

27. Partial Invalidity.

If any term, covenant, or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid, or unenforceable, the remainder

of this Agreement or the application of such term, covenant or condition to parties or circumstances other than those to which the Agreement was held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, or condition of this Agreement shall be valid and
be enforced to the fullest extent permitted by law.

27. No Third Party Beneficiary.

Nothing contained in this Agreement is intended to or shall be deemed to confer a third party beneficiary right upon any person, firm, or corporation.

28. Participation of Disadvantaged Business Enterprises

In accordance with Executive Order 02-05, the City established ranges relating to the participation of Minority (M-DBE) Owned Business Enterprises in this Agreement. Manager covenants and represents that it will utilize the following M-DBE(s) as contract participants under this Agreement for the work/supply effort and in the dollar amount and percentage specified:

Name of M/W/DS -DBE	**Dollar/Percentage Amount**	**Work/Supply Effort**

The contract provisions contained in Attachment "B" to the Bid and entitled "Participation of Minority, Women and Disabled Owned Business Enterprises in City Contracts, Instructions, Forms and Contract Provisions" are a material part of this Agreement. Likewise, the disadvantaged business enterprise participation commitments made by Concessionaire and enumerated above are also a material part of this Agreement. If Concessionaire fails to comply with any of these contract provisions and requirements, City may hold Concessionaire in default and City shall be entitled to all rights and remedies available under this Agreement, at law or in equity, including, but not limited to, the liquidated damages remedy contained in Attachment "B" to the Bid.

29. Nondiscrimination.

(A) This Agreement is entered into under the terms of the Philadelphia Home Rule Charter and, in its performance, Concessionaire shall not discriminate nor permit discrimination against any person because of race, color, sex, religion, national origin, or ancestry. In the event of such discrimination, the City may terminate this Agreement forthwith.

(B) In accordance with Chapter 17-400 of The Philadelphia Code, Concessionaire agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in a exclusionary private organization, insofar as such participation confers a employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges, or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin, or

ancestry constitutes a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law or equity.

(C) Concessionaire agrees to include the immediately preceding paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for supplies or work to be performed pursuant to this Agreement. Concessionaire further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

30. The Philadelphia Code, Section 17-104; MacBride Principles.

(A) In accordance with Section 17-104 of The Philadelphia Code, Concessionaire by execution of this Agreement certifies and represents that (1) Concessionaire (including any parent company, subsidiary, exclusive distributor or company affiliated with Concessionaire) does not have, and will not have at any time during the term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (2) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless Concessionaire has implemented the fair employment principles embodied in the MacBride Principles.

(B) In the performance of this Agreement, Concessionaire agrees that it will not utilize any suppliers, subcontractors or sub-consultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (2) who will provide products originating in Northern Ireland unless said supplier, sub-consultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

(C) Concessionaire agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Concessionaire expressly understands and agrees that any false certification or representation in connection with this Section and/or any failure to comply with the provisions of this Section shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

31. Complete Agreement; Governing Law.

This Agreement sets forth all the promises, agreements, conditions, and understandings between the City and Concessionaire relating to the subject matter thereof. There are no promises, agreements, conditions, or understandings, either oral or written, between the City and Concessionaire other than those set forth in this Agreement. This Agreement may

only be amended, modified, or supplemented by agreement in writing signed by both the City and Concessionaire. This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the City and Concessionaire have executed this Agreement as of the date first above written and intend to be legally bound thereby.

THE CITY OF PHILADELPHIA

By:

_____

Procurement Commissioner

CONCESSIONAIRE

By:

_____

Signature of President or Vice President

_____

(Type or Print Name and Title)

_____

Signature of Secretary/Treasurer

_____

(Type or Print Name and Title)

APPROVED AS TO FORM:

_____

(Assistant City Solicitor)

ATTACHMENT B

City of Philadelphia
Minority Business Enterprise Council (MBEC)
Mayor's Executive Order 02-05

INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR THE PARTICIPATION OF MINORITY, WOMEN AND DISABLED BUSINESS ENTERPRISES (M/W/DSBEs) on City Concession Contracts

This Concession Bid is subject to the **Mayor's Executive Order 02-05.** The following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the MBEC Office) are hereby incorporated in and made a part of any contract resulting from this bid.

Bidder is subject to the provisions of Mayoral Executive Order 02-05 and is required to respond to the requirements specified in this bid for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises DSBEs (collectively, ("M/W/DSBE5") as those terms are defined in Executive Order 02-05.

Bidder should submit a **"Solicitation for Participation and Commitment Form" (S & C Form)** identifying its solicitations and any commitments made with M/W/DSBEs to participate in the contract. Bidder is also required to submit documentation of its "Good Faith Efforts" (as more fully described below), whether or not it has achieved any commitments with M/W/DSBEs.

This information, the S&C Form identifying Respondent's solicitations and commitments of M/W/DSBEs and documentation of Bidders' Good Faith Efforts, must be submitted with the proposal, although the MBEC reserves the right to request these documents as well as any additional or clarifying information at any time prior to contract award. The submission of this information is an element of responsiveness to this bid and failure to do so may result in the rejection of the bidder. Bidder hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by the bidder is subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

M/W/DSBE PARTICIPATION

MBE 20%- 25%

And/or

WBE 20%-25%

DSBE Best Efforts

Under the authority of the Mayor's Executive Order 02-05, in addition to participation ranges, this bid is subject to Good Faith Efforts for the inclusion of MBEs, WBEs and DSBEs in the contract. "*Good Faith Efforts*" are those efforts, the scope, intensity and appropriateness of which would reasonably be expected to achieve meaningful M/W/DSBE participation in the contract. '*Good Faith Efforts'* include but are not limited to:

- *Efforts made to solicit through all reasonable and available means the interest of MBEC-certified businesses that have the capability to perform the work detailed in the bid. Such efforts include use of the MBEC Directory of Certified Firms, attendance at any pre-proposal meetings, advertising in minority focused publications, written mailings to certified M/W/DSBEs. Bidders should determine with certainty if the MIW/DSBEs are interested by taking appropriate steps to follow up on initial solicitations.*

- *Efforts made to allocate a portion of the services to an MBE, WBE, and/or DSBE even when bidder might otherwise prefer to perform these services with its own forces. The MBEC may consider for approval a joint venture arrangement between bidder and a M/W/DSBE for performance of the contract. Any such joint venture arrangements must identify the M/W/DSBE's division of work and its share in risk and profits; these arrangements shall be memorialized in writing and are subject to the MBEC's approval.*

- *Evidence that Respondent has provided interested MBEs, WBEs and DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner and to assist them in responding to a solicitation.*

- *Efforts to assist interested M/W/DSBEs in obtaining any necessary licensure, obtaining lines of credit, manufacturer training, and access to major suppliers, necessary equipment, materials, or related assistance or services required for the performance of the services.*

- *Efforts made to negotiate in good faith with interested M/W/DSBEs. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm's price and capabilities as well as the objectives of the City's Antidiscrimination Policy into consideration.*

- *Efforts to provide an appropriate balance of both certified MBEs, WBEs and DSBEs in the project.*

A. Solicitation for Participation and Commitment.

1. The Solicitation For Participation and Commitment Form ("S & C Form") shall contain:

- The company name, address, contact name, telephone number, fax number and MBEC certification number of each MBE, WBE and DSBE solicited for participation in the contract, regardless of whether commitments resulted from this solicitation. If bidder receives unsolicited quotations from a MBE(s), WBE(s) or DSBEs or if bidder makes solicitations of MBE(s), WBE(s) or DSBEs but receives no quotations, these MBE(s), WBE(s) or DSBEs must also be identified on the S & C Form.

- A detailed description of the services/supply effort that was solicited and a quotation received for each MBE, WBE or DSBE. This description shall include the services or the supply effort solicited/quoted, describing such service or supply effort as it relates to a distinct element of the contract as determined by the bidder. Bidders should avoid utilizing one-word descriptions of the services to be performed or the material to be supplied and should provide a detailed description.

- Disclosure of any second tier subcontracts. If the listed MBE, WBE or DSBE subcontractor with whom the bidder has a commitment, intends to subcontract more than ten percent (10%) of the described work (not including the cost of materials, equipment or supplies incident to the performance of services under the contract), bidder must provide, on a duplicate copy of the S & C Form, the name and address of each second tier subcontractor(s) (identifying whether it is or is not a MBE, WBE or DSBE), a detailed description of the services, and dollar amount of the subcontracted services.

- The dollar amount and percentage of commitment made reflected by the quotation provided to the bidder by each identified MBE, WBE and/or DSBE.

- The reason(s) if no commitment is made or no quote is received from each identified MBE, WBE and/or DSBE.

Upon completion of the **S & C Form(s),** bidder should indicate at the bottom of each form the total percentage commitment made to the type of business.

B. Documentation of Good Faith Efforts

1. Bidder must document its Good Faith Efforts by submitting a brief narrative, on its company's letterhead, documenting all of bidder's efforts made to solicit M/W/DSBE participation in the contract. The narrative shall contain and discuss, at a minimum, the following:

    - If no commitment resulted from bidder's solicitation(s), please explain what good faith efforts were made and why they were unsuccessful. Explain what type of service or supply effort bidder made solicitations for.

    - Did bidder attempt to negotiate price and scope with any interested MIW/DSBEs

(please be specific, attaching any dated price quotations and correspondence)?

- Did bidder offer any business assistance to M/W/DSBEs (e.g., introduction to manufacturer, helped provide access to line of credit, etc.)?

- Were efforts made to provide to MIW/DSBEs information about the scope of work required?

- Is bidder awarding/subcontracting any work or supply effort in connection with the contract to a non-M/W/DSBE? If so, please explain why. Identify the name of the awarded firm(s), provide the awarded firms' quotation and any price adjusted quotations, scope of work and experience of the awarded firm(s).

C. Evaluation of Good Faith Efforts

MBEC will review bidder's submission and any other evidence MBEC deems relevant to its evaluation to determine whether bidder made adequate good faith efforts to include MIW/DSBEs in contracting opportunities associated with the contract. MBEC will make a recommendation to the Department Head or his/her designee. If the Department Head, after review of the MBEC's recommendation and supporting documentation, concurs that bidder did not make good faith efforts, bidder will be deemed not responsible and its proposal rejected.

GENERAL PROVISIONS

1. Any M/W/DSBE that is listed on the S & C Form or the Joint Venture Eligibility Information Form must be certified by the MBEC in accordance with Executive Order 02-05 in order to receive consideration towards bidder's Good Faith Efforts.

2. M/W/DSBE subcontractor(s) must perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with this bid). The distinct element is worthy of the dollar amount of the subcontract value and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of the S & C Form that the work described on the form does not constitute a CAF, the participation will not be considered in the evaluation of the bidder's good faith efforts.

3. Listing of a M/W/DSBE as a subcontractor on the S & C Form, constitutes a representation by bidder, that such M/W/DSBE is capable of completing the subcontract with its own workforce, and that the bidder has made a binding commitment with the firm prior to the submission of the S & C Form. This listing is also a representation by

bidder that if awarded the contract, bidder will subcontract with the listed firm(s) for the work described and dollar/percentage amount(s) set forth on the S & C Form, unless the City alters the scope of services prior to the commencement of the contract. MIW/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total dollar amount of the contract and any additional increases.

4. If a joint venture arrangement has been entered into with a MBE, WBE or DSBE, the following criteria must be met:

    - The MBE, WBE or DSBE partner(s) must be certified by the MBEC;

    - The MBE, WBE or DSBE partner(s) must derive substantial benefit from the arrangement;

    - The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own workforce, of a portion of the on-site work where appropriate, and administrative responsibilities such as bidding, planning, staffing and daily management;

    - The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests, contributes working capital and other resources, etc).

If bidder has entered into a joint venture arrangement, the joint venture partners must complete and submit a "Joint Venture Eligibility Information Form" (available at the MBEC Office). This form should be submitted with the proposal and the form will be reviewed by the MBEC or approval or disapproval of the joint venture arrangement. If the joint venture arrangement is not approved by the MBEC, the arrangement will not be considered in the evaluation of the bidder's good faith efforts.

5. In calculating the percentage of participation by a M/W/DSBE, bidder shall apply the standard mathematical rules in rounding off numbers. In the event of an inconsistency between the dollar and percentage amounts listed on the S & C Form, the percentage will govern.

6. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE, MBE and DSBE or WBE and DSBE), will only be credited in one category i.e., either as a Minority (MBE), Woman (WBE) or Disabled (DSBE) Business Enterprise; Respondents will designate on the **S & C Form** which category, MBE, WBE or DSBE, is submitted for consideration.

7. Certification of a business by the MBEC shall not be a representation of the firm's financial or technical ability to perform specified work. The City reserves the right to evaluate a firm's ability to satisfy financial, technical or other criteria separate and apart from certification before or after selection of the successful bidder or award of the

contract.

8. If bidder is a certified M/W/DSBE submitting a bid as a prime, bidder must still respond to the MBEC requirements specified in this bid and demonstrate its Good Faith Efforts.

9. Except as otherwise provided herein, no changes or modifications to the participation arrangements specified on the **S & C Form** or Joint Venture Eligibility Information Form, including but not limited to substitutions for the listed firms, changes or reductions in described work and/or listed dollar/percentage amounts, shall be permitted.

    a) Following contract award, the successful bidder may, under appropriate circumstances and with the prior written approval of the MBEC, make changes or modifications to the participation arrangements contained in its original submission. Requests for such changes or modifications must be submitted to the MBEC in writing with appropriate justification.
    b) The MBEC may from time to time request revised form(s) or other documentation from the successful bidder to ensure satisfaction of bidder's commitments.

10. In the event the scope of the successful bidder's contract is increased by change order (sometimes referred to as a modification) and/or amendment, it shall be the responsibility of the successful bidder to maintain the participation levels committed to on the increased scope of its contract.

11. The successful bidder agrees to cooperate with the MBEC in its compliance monitoring efforts and to submit, within the time limits prescribed by the MBEC, all documentation which may be requested by the MBEC, including but not limited to, copies of subcontracts with the M/W/DSBEs, invoices, telephone logs and correspondence with the MIW/DSBEs, canceled checks, etc. These documents shall be maintained by the successful bidder for a period of three (3) years following acceptance of final payment under the contract. The successful bidder also agrees to submit reports and other documentation to the MBEC, including reports through IMPACT, the City's electronic payment verification system, as deemed necessary by the MBEC to ascertain the successful bidder's fulfillment of its M/W/DSBE participation commitments.

12. It is understood and agreed that the successful bidder's compliance with the requirements for M/W/DSBE participation is material to the contract. Any failure to comply with these requirements shall constitute a substantial breach of the contract. It is understood and agreed that if the Director of Finance determines that the successful bidder hereunder has failed to comply with the requirements for M/W/DSBE participation, the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

    a) Terminate the contract, in whole or in part.

b) Suspend the successful bidder from proposing on and/or participating in any future City contracts for a period of up to three (3) years.

c) Recover as liquidated damages, an amount equal to one percent of the total dollar amount of the Concession fee for each one percent (or fraction thereof) of the shortfall toward the applicable M/W/DSBE commitment.

Should you have any questions related to the Contract Provisions, please contact Ms. Candace Hitchcock, Deputy Director at (215) 686-3875 or fax (215) 686- 3878.

Attachment: Solicitation and Commitment form

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM *(CONCESSION)*
Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises

DEPARTMENT OF FINANCE
MINORITY BUSINESS ENTERPRISE COUNCIL (MBEC)

RFP TITLE - Bicycle and Skateboard Concession

Name of Respondent

Proposal Submission Date

List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)*	NO	If No Commitment
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax #		YES	NO	Dollar Amount		
				$		
MBEC CERTIFICATION #				Percent of Total Proposal		
				%		

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)*	NO	If No Commitment
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax #		YES	NO	Dollar Amount		
				$		
MBEC CERTIFICATION #				Percent of Total Proposal		
				%		

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)*	NO	If No Commitment
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax #		YES	NO	Dollar Amount		
				$		
MBEC CERTIFICATION #				Percent of Total Proposal		
				%		

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)*	NO	If No Commitment
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax #		YES	NO	Dollar Amount		
				$		
MBEC CERTIFICATION #				Percent of Total Proposal		
				%		

REV- 6/06

ATTACHMENT C

QUALIFICATION FORM

(BIDDERS MUST FURNISH THE FOLLOWING INFORMATION)

1. BUSINESS STRUCTURE

Name: _____
(Corporation – Partnership – Individual – Trade Name)

Address of Principal Office: _____

City: _____State: _____Zip Code:_____

Fed EIN or Social Security Number: _____

Telephone Number _____Fax Number _____

1.1 If the bidder is a partnership, joint venture, please provide the following information:

Date of Organization: _____

Partnership/Joint Venture Recorded? Yes ( ) No ( )

Date: _____Book: _____Page: _____ County_____ State _____

Name, address and ownership share of each partner/joint venturer:

Name	**Address**	**%**
_____	_____	____
_____	_____	____
_____	_____	____

1.2 If Corporation, are you authorized to do business in Pennsylvania?

Yes ( ) No ( )

1.3 If so, insert brief summary of previous experience:

_____

_____

_____

_____

_____

2. FINANCIAL INFORMATION

2.1 Bidder must attach evidence of financial capability and stability, this should include; financial statements, or business tax returns for the past year, and letters of credit.

2.2 The bidder will provide herewith the following list of at least three (3) persons or companies with whom the bidder has conducted significant financial transactions during the past two (2) years or more and who may be contacted by the City:

Reference Number 1

Name: _____ Title: _____

Company: _____Fax: _____

Address: _____City: _____ State: _____

Telephone: _____E Mail:_____

Reference Number 2

Name: _____ Title: _____

Company: _____Fax: _____

Address: _____City: _____ State: _____

Telephone: _____E Mail:_____

Reference Number 3

Name: _____ Title: _____

Company: _____Fax: _____

Address: _____City: _____ State: _____

Telephone: _____E Mail:_____

2.3 The Bidder's Bank References:

Name:	**Address:**
1) _____	_____
2) _____	_____
3) _____	_____

ATTACHMENT "D"

LOCATION, EQUIPMENT LISTING, USAGE

Specific information concerning the locations, equipment listing and usage data for the past calendar year can be obtained in electronic form by submitting an e-mail request to:

Julio.Vallejo@Phila.Gov