

**City of Philadelphia
Procurement Department**

Addendum No. 3

Date: May 31, 2013

Concession RFP # C-101-13

Deadline for Submitting Proposals: Thursday, June 6, 2013

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned. Please enclose the signed acknowledgement with your bid submission.

NOTICE

REQUEST FOR PROPOSALS FOR

**The Operation And Management Of a
City-Wide Vending Machine Program**

IS AMENDED AS FOLLOWS:

Except as expressly amended by this Addendum No. 3, the RFP is unchanged. Except as otherwise defined in this Addendum No. 3, capitalized words and phrases used in this Addendum No. 3 have the meanings assigned to them in the RFP.

PART 1

The Office of Economic Opportunity requirements are clarified as follows:

As stated in the Antidiscrimination Policy: "In listing participation commitments on the Solicitation for Participation and Commitment Form, Respondents are required to list a detailed description of the services or supply effort, the dollar amount of the quotation, and percentage of the Concession Fee the participation represents." Thus, the participation is based on the prime vendor's concession fee or projected revenue.

ADDENDUM NO. 3

ACKNOWLEDGEMENT OF RECEIPT

**CITY OF PHILADELPHIA, PROCUREMENT DEPARTMENT
REQUEST FOR PROPOSALS THE OPERATION AND MANAGEMENT OF A
CITY-WIDE VENDING MACHINE PROGRAM,
RFP C-101-13**

I have carefully read Addendum No. 3 to the Request for Proposals for the Operation and Management of a City-Wide Vending Machine Program, and I certify that I have received all pages listed in Addendum No. 3.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

**City of Philadelphia
Procurement Department**

Addendum No. 2

Date: May 28, 2013

Concession RFP # C-101-13

Deadline for Submitting Proposals: Thursday, June 6, 2013

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned. Please enclose the signed acknowledgement with your bid submission.

NOTICE

REQUEST FOR PROPOSALS FOR

**The Operation And Management Of a
City-Wide Vending Machine Program**

IS AMENDED AS FOLLOWS:

Except as expressly amended by this Addendum No. 2, the RFP is unchanged. Except as otherwise defined in this Addendum No. 2, capitalized words and phrases used in this Addendum No. 1 have the meanings assigned to them in the RFP.

PART 1

Questions that the City, in its sole discretion, determined to concern a material element of the proposal process, as well as responses to those questions are summarized on the following page.

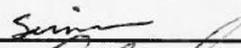
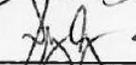
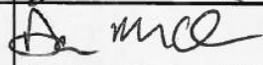
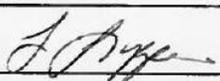
Question	Answer
<p>Section 4.4.2 of the RFP restricts proposals from any company where a city employee may have a relative who is an employee of the proposing company. It is likely that this type of relationship is unavoidable given the presence of our headquarters here in the city. Would this cause our bid to be rejected?</p>	<p>Section 4.4.2 is amended as follows: <i>The City will not accept any Proposal from, nor award the Concession Agreement to, any official, officer, director, or employee of the City. Respondents are required to disclose any current City employees or officials who are employees or officials of Respondent's firm, or who otherwise would have a financial interest, either direct or indirect, in the Concession Agreement.</i></p>
<p>Section 2.4.6 specifies that machines must be capable of accepting all legal currency. Can you be more specific on which denominations of legal currency must be accepted?</p>	<p>Section 2.4.6 has been revised as follows: <i>All Vending Machines will be equipped with dollar bill validators, and must be capable of accepting at all times, all of the legal currency issued by the United States Government. At a minimum, all Vending Machines must accept the following denominations: one dollar (\$1) bill and coins, five (5) cents (nickel), ten (10) cents (dime), twenty-five (25) cents (quarter dollar). The City will also consider machines that accept other denominations as well as those that offer "cashless vending technology", which offer the option of accepting and processing credit and debit cards. Respondents will provide technical specifications in their responses should cashless vending technology be an option on any of their machines.</i></p>
<p>Is there a roll-out period or timeline to change over all the machines in each location?</p>	<p>Section 2.1.11 of the RFP states the following: <i>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 Concession Agreement to remove its equipment and personal property for the concession premises. However, in some instances, the current Concessionaire may be required to assist with the removal of this equipment. Additionally, in the event that a vending location is added at any point during the Term in which one Concessionaire succeeds another Concessionaire, the previous Concessionaire shall have a period of not more than fifteen (15) days after the termination of the Concession Agreement 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 the new Concessionaire is unable to operate the concession for the first 15 days of the Concession Agreement Term or the addition of a new vending location. The City will determine with the selected Respondent a reasonable timeframe by which new machines will be installed at all locations.</i></p>

Question	Answer
Is there a priority on which types of locations will be turned over?	The City anticipates the inclusion of at least those locations listed in Attachment 7 of the RFP and priority will be given to all locations in which machines are currently operating. However, the City will review with the selected Concessionaire the possible exclusion of current locations or the addition of new locations when either the exclusion or addition of locations is financially viable. Respondents must also note that although the City anticipates at least the inclusion of those locations detailed in Attachment 7, the number, type and locations of machines may fluctuate and no minimum is guaranteed. Additionally, the City reserves the right to include additional locations throughout the term of the Concession Agreement.
Do 65% of the machines need to meet "Healthy Standards" or 65% of products in each machine?	Sixty-five (65)% of the products must meet the Healthy Vending Standards as detailed in Attachment 5 of the RFP.
When will the decision [selection] be made?	The City anticipates a decision being made within two weeks following the Deadline for Submitting Proposals, although we reserve the right to extend the selection decision timeline to allow for interviews, site visits, or discussions with one or more Respondents.
What would be the transition date start?	The transition period would commence on the start date of the Initial Term with the selected Respondent. The City anticipates the Initial Term will commence on July 1, 2013 although we reserve the right to revise the Initial Term start date if necessary.
Would you please extend the timeline/due date?	As noted in Addendum #1 to this RFP, issued on May 21, 2013, the Deadline for Submitting Proposals has been extended to Thursday, June 6, 2013.
Is it possible that the City will award certain locations to particular vendors or award to multiple vendors?	The City reserves the right to award the Concession Agreement to multiple vendors if it is determined that it is in the City's best interest to do so.

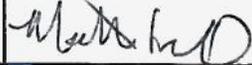
PART 2

Sign-In Sheet: Pre-Proposal Meeting
May 21, 2013

RFP C-101-13
Concession for the Operation and Management of a
City-wide Vending Machine Program
Pre-Proposal Meeting
May 21, 2013

	Name	Company	Email Address	Phone Number	Signature
1	J. SIMMONS	OEO	Julie.Simmons@Phila.gov	683-2083	
2	ALAN SIMONS	RDS VENDING	ASIMONS@RDSVENDING.NET	610 731-0100 EXT 200	
3	GREG ARBIZ	RDS VENDING	GREG.ARBIZ@RDSVENDING.NET	610 731-0100 EXT 203	
4	JOHN DIODATA	MORNINGSTART	JDIODATA@MORNINGSTART.COM	215-943-4455	
5	Jim O'Donnell	morningstart vending	jodonnell@morningstart.com	215-943-4455	
6	Dan McClure	Fresh Healthy Philly	dan@freshhealthyphilly.com	610-351-5808	
7	Fredda Lippes	MOS	Fredda.Lippes@phila.gov	215 683 3650	
8	Rob Trettel	Aramark	trettel-rob@aramark.com	410-984-2374	
9	Pat Braun	Aramark	braun-patrick@aramark.com	610-212-7635	
10	Amenda Wagner	PDPH	amenda.wagner@phila.gov	215-686-5262	

RFP C-101-13
 Concession for the Operation and Management of a
 City-wide Vending Machine Program
 Pre-Proposal Meeting
 May 21, 2013

	Name	Company	Email Address	Phone Number	Signature
1	Matt Gebhard	Comtec	matt.gebhard@	717-682-5516	
2	George Keszeli	Comtec	compass-usa.com george.keszeli@compass-usa.com	610-212-0321	
3					
4					
5					
6					
7					
8					
9					
10					

PART 3

**Presentation from Pre-Proposal Meeting
May 21, 2013**

**RFP C-101-13:
Concession for the Operation and
Management of a City-wide Vending
Machine Program**

Pre-Proposal Meeting
Tuesday, May 21, 2013
11:30 AM – 1:00 PM



Agenda

- RFP Overview
- Healthy Vending Standards
- Energy Star Requirements
- Office of Economic Opportunity Requirements
- Questions



RFP Overview

Stephanie Tipton, Director of Public Works & Special Services
City of Philadelphia, Procurement Department

RFP Project Manager

Stephanie Tipton

Director, Public Works & Special Services
City of Philadelphia, Procurement Department

215-686-4761

stephanie.tipton@phila.gov

RFP Overview

- City of Philadelphia seeks to award the exclusive right to operate, manage, and maintain vending machines at various facilities within the City.

Concessionaire's General Responsibilities

- Operation of all machines
- Collection of revenue and disbursement of commissions to various departments
- Removal
- Installation
- Maintenance
- Reporting
- Customer service
- Detailed requirements are found in Sections 2 and 3

Locations

- Current locations, equipment type, and FY12 revenue for each location detailed in Attachment 7
- The City anticipates at least the inclusion of the current locations although no minimum is guaranteed and the number, type, and locations may change
- The City reserves the right to include additional locations throughout the term of the Agreement

Types of Machines

- Beverage Machine
- Snack Machine
- Ice Cream, Milk, Cold and Hot Food Machines
- Provide technical literature for the specific types of equipment detailed in Section 2.4.3 and Attachment 7
- If proposing other types of equipment options, please detail those in your proposal

Concession Fee

- Refer to Attachment 2 when providing the Concession Fee
- Fee is provided in the form of an offer to pay a specific percentage of Gross Revenue to City employee controlled funds (Employee Fund) on a monthly basis (Monthly Gross Revenue Percentage Fee)
- Provide recommended pricing in proposal for all products including the priority healthy products listed in the RFP (section 2.1.5)

Concession Term

- The anticipated start date for the Concession Agreement is July 1, 2013 with an end date of June 30, 2014
- The City may renew the Concession Agreement at its sole option for up to three (3) additional one (1) year terms.

Proposal Format / Submission Requirements

- Minimum Proposal Requirements (refer to Section 5 of RFP):
 - Proposal Signature Page (Section 7)
 - Signed Cover Letter
 - Description of company, organization, personnel (Refer to Section 5.4)
 - Statement of Understanding of Purpose of RFP
 - At a minimum, proposal should respond to and provide information requested in Section 2 and 3
 - Qualification Form (Attachment 1)

Proposal Format/ Submission Requirements (cont'd)

- Financial Information (Refer to Section 5.6)
- Solicitation for Participation and Commitment Form (Attachment 4)
- Concession Fee Proposal Form (Attachment 2)
- Tax and Regulatory Status and Clearance Statement Form (Attachment 8)
- Bid Security, \$250 (Refer to Section 2.7)
- Please submit one original and an additional **full** copy of the proposal electronically via CD-ROM or flash drive enclosed with the original

Question Deadline

Additional questions should be submitted by

5:00 PM, Local Time,
Tuesday, May 21, 2013

via email at:

stephanie.tipton@phila.gov

All questions and answers will be issued via an addendum this week.

RFP Deadline

- 10:30 AM, Local Time on Tuesday, May 28, 2013
- Submit via sealed envelope, box, etc.
- Municipal Services Building, Room 170A
- If dropping off package, please allow additional time to present ID and sign-in at front desk
- Please ensure the following information is on the outside of the envelope:

Respondent's Name/Address

RFP # C-101-13

“Proposal for the Management and Operation of the
City-Wide Vending Machine Program”

RFP Deadline – Tuesday, May 28, 2013

Proposal Review/Selection Process

- City will convene Selection Committee to review submitted proposals.
- Selection criteria detailed in Section 6 of the RFP
- One or more Respondents may be requested to present or allow access to inspect sample machines to the Selection Committee

Healthy Vending Standards

Amanda Wagner, Food Policy Coordinator
City of Philadelphia, Health Department

Healthy Vending Standards

- Refer to Section 2.1.5 and Attachment 5 for details regarding the City's Healthy Vending Standards



Energy Star Requirements

Fredda Lippes, RA, LEED® AP
Design & Construction Manager
City of Philadelphia, Mayor's Office of Sustainability

Green Products & Practices

- Refer to Section 2.2 and Attachment 6 for details regarding Energy Star requirements and the use of “Green” products
- Energy Star compliance will be a requirement under the Concession Agreement



Office of Economic Opportunity

Julie Simmons, MBE Specialist II

City of Philadelphia, Office of Economic Opportunity

Participation Ranges

- Concession Agreement is subject to Mayor's Executive Order, No. 03-12 relating to the participation of minority-, woman-, or disabled-owned businesses (M/W/DSBE)
- Participation ranges for the Agreement:
 - MBE 15%-20%
 - and/or
 - WBE 15%-20%
- Refer to Attachment 4 for more information regarding the participation of M/W/DSBE on this Concession Agreement

ADDENDUM NO. 2

ACKNOWLEDGEMENT OF RECEIPT

**CITY OF PHILADELPHIA, PROCUREMENT DEPARTMENT
REQUEST FOR PROPOSALS THE OPERATION AND MANAGEMENT OF A
CITY-WIDE VENDING MACHINE PROGRAM,
RFP C-101-13**

I have carefully read Addendum No. 2 to the Request for Proposals for the Operation and Management of a City-Wide Vending Machine Program, and I certify that I have received all pages listed in Addendum No. 2.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

**City of Philadelphia
Procurement Department**

Addendum No. 1

Date: May 22, 2013

Concession RFP # C-101-13

Deadline for Submitting Proposals: Thursday, June 6, 2013

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned. Please enclose the signed acknowledgement with your bid submission.

NOTICE

REQUEST FOR PROPOSALS FOR

**The Operation And Management Of a
City-Wide Vending Machine Program**

IS AMENDED AS FOLLOWS:

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PART 1

The “**Deadline for Submitting Proposals**” under the RFP is changed to 10:30 a.m., Local Time, Thursday, June 6, 2013.

PART 2

Section 1.1.2 has been amended to read:

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 7, Sales Revenue, Location/Equipment, and Usage Listings for the *prior calendar year*. [emphasis added to denote language change]

PART 3

Section 2.2.1 has been amended to read:

The City of Philadelphia is implementing ecologically-friendly initiatives to benefit the environment and the health of Philadelphia's visitors and residents. Therefore, the City *will require* the Concessionaire to employ ecologically friendly practices and products in the management and operation of all City locations which may include the installation of Energy Star compliant vending machines, equipment and appliances, the use of low toxicity chemicals, the preservation of natural areas, and the use of environmentally friendly products. [emphasis added to denote language change]

ADDENDUM NO. 1

ACKNOWLEDGEMENT OF RECEIPT

**CITY OF PHILADELPHIA, PROCUREMENT DEPARTMENT
REQUEST FOR PROPOSALS THE OPERATION AND MANAGEMENT OF A
CITY-WIDE VENDING MACHINE PROGRAM,
RFP C-101-13**

I have carefully read Addendum No. 1 to the Request for Proposals for the Operation and Management of a City-Wide Vending Machine Program, and I certify that I have received all pages listed in Addendum No. 1.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date



RFP C-101-13

Concession For The Operation And Management Of a City-Wide Vending Machine Program

Issued By:

The City of Philadelphia
Procurement Department
Hugh Ortman, Commissioner

Mandatory Pre-Proposal Meeting:

**Tuesday, May 21, 2013 at 11:30 AM, Local Time
Municipal Services Building, 1401 JFK Blvd., 16th Floor, Room C
Philadelphia, PA 19102**

**SEALED PROPOSALS WILL BE RECEIVED UNTIL THURSDAY, JUNE 6, 2013
AT 10:30 A.M. LOCAL TIME (THE "DEADLINE FOR SUBMITTING PROPOSALS")**

AT

**MUNICIPAL SERVICES BUILDING, 1401 JOHN F. KENNEDY BOULEVARD, ROOM 170A,
PHILADELPHIA, PA 19102**

AND WILL BE OPENED IMMEDIATELY AFTER THE DEADLINE FOR SUBMITTING PROPOSALS

Questions regarding this Request for Proposals must be submitted in writing no later than
Tuesday, May 21, 2013 at 5:00 PM, Local Time ("Deadline for Questions")

and directed to

Stephanie Tipton, Procurement Department

by

e-mail at stephanie.tipton@phila.gov

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SECTION 1 – GENERAL INFORMATION

1.1 Introduction / Statement of Purpose

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

1.1.2 The City proposes that the Concessionaire offer a single source, full management program to provide vending services at various City facilities. The successful Concessionaire would be responsible for all aspects of the program to include, but not limited to, removal, 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 7, Sales Revenue, Location/Equipment, and Usage Listings for the prior calendar year. The City anticipates the inclusion of at least those locations detailed in Attachment 7. However, the City reserves the right to include additional locations throughout the term of the Concession Agreement. 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. The responsibilities of the Concessionaire will include, but not limited to, those set forth in this RFP in Section 2 and Section 3. In consideration of the License granted to the Concessionaire under the Concession Agreement, the Concessionaire shall pay the City a concession fee as explained below. Each Respondent’s proposal must describe, at a minimum, the management and operation practices, personnel requirements and reporting procedures that it would employ in managing and operating the Vending Machines at the various City facilities.

1.2 Respondents to this RFP; the Concession Agreement and Concessionaire

1.2.1 Each applicant that submits a proposal in response to this RFP (a “Proposal”) will be considered a “Respondent”. The City intends to enter into negotiations for a written Concession Agreement with the Respondent who meets the City’s objectives and selection criteria set forth in this RFP. Upon execution of the Concession Agreement by the City and the successful Respondent, the successful Respondent will become the Concessionaire under the Concession Agreement. The Concession Agreement will give the Concessionaire an exclusive right (the “License or “Concession”) to operate and manage the various facilities and to exercise the rights and perform the duties described in this RFP and Concession Agreement.

- 1.2.2 All Respondents are encouraged to carefully read this entire RFP and its attachments before the Pre-Proposal Meeting and before submitting a proposal. This RFP will become part of the Concession Agreement.
- 1.2.3 No Obligation on City to Execute a Concession Agreement. This RFP does not commit the City to award a Concession Agreement, and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Respondent is granted any rights by this RFP or by submitting a proposal in response to it.
- 1.2.4 Until the Deadline for Submitting Proposals, a Respondent may submit a modified proposal to replace all or any portion of a proposal the Respondent submitted previously. The City will only consider the latest version of a Respondent's Proposal. The City will not consider or evaluate late proposals and late modifications. A Respondent may withdraw its proposal from consideration at any time before the Deadline for Submitting Proposals. To withdraw a proposal, the Respondent must provide written notification to the Project Manager by email, fax or letter at the address for the Project Manager provided in Section 1.6.
- 1.2.5 This RFP, all proposals, the Concession Agreement, all written documents and communication related to them may be subject to public disclosure under law, except as provided in Section 5.9 of this RFP.

1.3 Respondent Qualifications

- 1.3.1 As more fully detailed below, each Respondent must demonstrate substantial experience, as a prime Concessionaire, in managing and operating a vending machine program and the financial capacity to operate and manage all City facilities at the highest level of efficiency, customer satisfaction, and safety.
- 1.3.2 Satisfactory evidence of the following qualifications must accompany each proposal:
- 1.3.2.1 Respondents shall have at least three (3) consecutive years of prior recent experience in vending machine management, sales and servicing accounts of similar size and complexity as stated in this RFP.
- 1.3.2.2 Respondents must demonstrate the necessary resources to remove, install, maintain and resupply the number of machines pursuant to the City's Healthy Vending Standards, Green works and Energy Star eligibility requirements.
- 1.3.2.3 Respondents must have sufficient customer support staff for a contract of this size and scope and to provide expeditious problem resolution.
- 1.3.2.4 Respondents must have the capability to design and furnish the reports required in Section 2.5 in a format satisfactory to the City.

1.3.2.5 Respondents must provide a brief history of its organization and an executive summary that describes its company's qualifications. This summary shall include number of employees, number of years in business and the resumes or detailed description of the Respondent's professional qualifications, demonstrating extensive experience in the vending industry.

1.4 Conditions Regarding Proposals

Upon submitting a Proposal in response to this RFP, the Respondent acknowledges and agrees to the following conditions relative to this Proposal:

- 1.4.1 The Respondent shall be fully responsible for all costs associated with the development, preparation, and submission of its Proposal and all other materials it submits in response to this RFP. The City assumes no contractual or other obligations toward Respondents as a result of the issuance of this RFP, the preparation or submission of a Proposal by the Respondent, the City's evaluation of Proposals, or the City's selection of Respondent for further negotiations.
- 1.4.2 It is Respondents responsibility to ensure that it's Proposal is complete, accurate, and submitted by the Deadline for Submitting Proposals set forth on the cover page of this RFP;
- 1.4.3 Upon submission, each Proposal becomes the property of the City and will not be returned to the Respondent.
- 1.4.4 Respondent will promptly permit the City to inspect projects and facilities referred to in Respondent's Qualification Statement.
- 1.4.5 Respondent will promptly provide additional information or more detailed information upon request by the City, including information inadvertently omitted by a Respondent.
- 1.4.6 Respondents will promptly send representatives for interviews with City officials.
- 1.4.7 Respondent's Proposal shall remain open for acceptance by the City and in full effect for at least 180 calendar days from the Deadline for Submitting Proposals set forth on the cover page of this RFP.
- 1.4.8 News releases (including, but not limited to, commercial advertising) pertaining to this RFP may not be made without prior written approval of the City.
- 1.4.9 Respondents may withdraw or modify their Proposals at any time prior to the Deadline for Submitting Proposals. They may do so by sending the City a written notice of withdrawal or by submitting the modification in writing, signed in the

same manner and by the same person(s) who signed the initial Proposal, and to the address specified on the cover page of this RFP for submitting Proposals.

1.5 Mandatory Pre-Proposal Meeting

- 1.5.1 A “**Mandatory Pre-Proposal Meeting**” will be held on the date and time, and at the location stated on the cover page of this RFP. The purpose of the mandatory Pre-Proposal meeting is to review the requirements contained in this RFP and receive questions that potential Respondents may have. You will need photo ID to enter the Municipal Services Building. Please allow yourself sufficient time to sign-in for the meeting. The attendees list will be made available as an addendum following the Pre-Proposal Meeting.
- 1.5.2 The City will not consider the proposal of any Respondent that did not attend the mandatory Pre-Proposal meeting.

1.6 Project Manager

- 1.6.1 The Project Manager for this RFP is Stephanie Tipton, City of Philadelphia Procurement Department, and can be reached by the following means:

Email: stephanie.tipton@phila.gov
Fax: (215) 686-4761
Mail: 120 Municipal Services Building
Philadelphia, PA 19102

- 1.6.2 Questions concerning this RFP, may be asked at the pre-proposal meeting. Otherwise, questions must be submitted in writing to the Project Manager, by e-mail, no later than the Deadline for Questions stated on the cover of this RFP. Questions submitted by telephone will not be answered by the City. The City is not obligated to answer or respond to any questions received after the Deadline for Questions.
- 1.6.3 The City will answer all questions asked at the Pre-Proposal Meeting or timely submitted to the City in writing, and which the City in its sole discretion determines concern a material element of the proposal process. The City will provide its answers in writing by an addendum to this RFP prior to the Deadline for Submitting Proposals, and the City will post its answers on the following website: <http://www.phila.gov/bids> (under Public Works Bidding Opportunities). The City is not bound by any oral response made by any employee to any questions.
- 1.6.4 The addenda issued by the City is the City’s only official method for communicating information to all potential Respondents. Respondents should check the City’s website before submitting a Proposal to verify that they have received all the addenda relating to this RFP. Each Respondent must acknowledge in its proposal that it has reviewed all addenda to this RFP.

1.7 Term of the Concession Agreement

The “**Initial Term**” of the Concession Agreement will commence July 1, 2013 (the Commencement Date”). The Initial Term will expire on June 30, 2014. The City may, at its sole discretion, renew the Concession Agreement for up to three (3) one (1) year periods (each period a “**Renewal Term**”). To renew the Concession Agreement, the City must provide written notice to the Concessionaire of the City’s desire to renew the agreement (“**Renewal Notice**”) at least sixty (60) days before expiration of the Initial Term or then current Renewal Term, as the case may be. In the Concession Agreement and this RFP, “**Term**” means the Initial Term and all Renewal Terms, if any. In the Concession Agreement and this RFP, the date the Concession Agreement expires, is terminated, or otherwise ends, is called the “**Concession Agreement Ending Date**”. Under no circumstances shall any vending machine operations awarded through this RFP and any Concession Agreement continue past June 30, 2014 without a notice of renewal.

SECTION 2 – PROPOSAL SPECIFICATIONS

2.1 Concession Fee and Product Type

2.1.1 Proposals 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 (“Employee Fund”) on a monthly basis for the below listed categories. Include in this section any additional incentives being offered to the City. Respondents are required to utilize Attachment 2, Concession Fee Proposal Form when providing their offer.

2.1.1.1 Beverage Machine (describe type and size of beverages)

2.1.1.2 Snack Machine (describe type and size snacks)

2.1.1.3 Ice Cream, Milk, Cold and Hot Food Machines (describe type and size of both food and beverage)

2.1.2 The Concessionaire shall agree to install, operate and maintain the vending equipment as detailed in this RFP. The Concessionaire shall also agree to remove any vending equipment that may be located at any current or new locations added during the term of the Concession Agreement.

2.1.3 The vending machines shall be installed and/or removed at all locations by the Concessionaire at its sole expense. Any damage caused by the movement of the machines shall be the sole responsibility and expense of the Concessionaire.

2.1.4 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. Products shall also conform to the Healthy Vending Standards (Attachment 5). Upon request of the City of Philadelphia, local brand products may be

included in the inventory of products sold on City facilities. Additionally, for any vending machine that may be located outside of an enclosed building, only food items that will remain fresh in various weather conditions (i.e. extreme heat) and are non-perishable will be considered.

2.1.5 Pricing criteria are outlined in Healthy Vending Standards (Attachment 5) to encourage healthy choices. The Respondent, as part of its submittal, shall submit recommended pricing for the priority healthy products listed below. Respondents must provide these priority healthy products in vending machines in addition to other products that conform to the Healthy Vending Standards.

- Water
- Water, Flavored Non-caloric
- 100% Juice Beverage
- Diet Soda
- 1% and Skim milk.
- Healthy snack categories
 - dried fruit
 - unsalted or lightly salted nuts, pretzels, and peanut butter crackers;
 - whole wheat crackers,
 - cereal – high fiber and low-sugar varieties
 - small containers of peanut butter

2.1.6 Concessionaire shall ensure that all machines are operational, and that all repairs are made within twenty-four (24) hours of receipt of notice from the City. The Concessionaire shall be responsible at its sole cost and expense for the machines' maintenance and repair.

2.1.7 Concessionaire 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 Concession Agreement.

2.1.7 Concessionaire 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 the Concessionaire of mechanical and other problems with machines installed by the Concessionaire. 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 Concessionaire promptly; only cash refunds are acceptable.

2.1.8 Concessionaire shall agree that during the term of the Concession 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.

- 2.1.9 Concessionaire shall, and also cause any and all 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, 1401 J.F.K. Boulevard, Philadelphia, PA.
- 2.1.10 Concessionaire shall be required to coordinate with appropriate City personnel to maintain sufficient levels of product in the various vending machines found in Attachment 7, Sales Revenue, Location/Equipment, and Usage Listings as well as any other locations added during the term of the Concession Agreement. 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 Concessionaire's responsibility to insure the City facilities will have a continuous supply of fresh vending machine products.
- 2.1.11 The City anticipates the potential for some vending machines to be located outside of an enclosed building (as might be the case with locations at Fairmount Park facilities, for example). These locations may require the vending machines to be unlighted and/or painted to blend with the natural surroundings or facilities as well as to receive the prior approval of officials from the City of Philadelphia, Department of Parks & Recreation prior to installation. The Concessionaire shall be responsible for all losses of money or merchandise from these machines.
- 2.1.12 Should any vending equipment be placed at City Health Center locations, the Concessionaire shall comply with any security requirements specific to these locations.
- 2.1.11 Concessionaire must coordinate with the respective City operating department representative in situations where a "Product Rights Agreement" exist for a given facility. If such an agreement exists, the Concessionaire will certify that products dispensed from machines in that facility conform to the Products Rights Agreement. In the event the City enters into City-Wide Product Rights Agreement for all of its facilities, the Concessionaire must agree to conform to the Product Rights Agreement as to the products dispensed from the vending machines.
- 2.1.12 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 Concession Agreement to remove its equipment and personal property for the concession premises. However, in some instances, the current Concessionaire may be required to assist with the removal of this equipment.

Additionally, in the event that a vending location is added at any point during the Term in which one Concessionaire succeeds another Concessionaire, the previous Concessionaire shall have a period of not more than fifteen (15) days after the termination of the Concession Agreement 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 the new Concessionaire is unable to operate the concession for the first 15 days of the Concession Agreement Term or the addition of a new vending location.

2.2 Environmentally-Friendly (“Green”) Products & Practices

- 2.2.1 The City of Philadelphia is implementing ecologically-friendly initiatives to benefit the environment and the health of Philadelphia’s visitors and residents. Therefore, the City will require the Concessionaire to employ ecologically friendly practices and products in the management and operation of all City locations which may include the installation of Energy Star compliant vending machines, equipment and appliances. The use of low toxicity chemicals, the preservation of natural areas, and the use of environmentally friendly products.
- 2.2.2 The installation of Energy Star approved appliances and equipment, such as vending machines and Energy Star products and environmentally friendly practices can be found at: <http://www.energystar.gov>. Attachment 6, Refrigerated Beverage Vending Machines Key Product Criteria provides further information regarding the Energy Star requirements that shall be required under the Concession Agreement.
- 2.2.3 The City strongly encourages the use of “Green Seal” eco-friendly products such as paper cups. A list of “Green Seal” certified products can be found at <http://www.greenseal.org/findaproduct/index.cfm>, and a list of environmentally-friendly products/materials is also available at: http://www.nyc.gov/html/mocs/html/programs/other_epp.shtml.
- 2.2.4 The Concessionaire is to use chlorine free, biodegradable products such as paper towels, napkins, utensils and plates. If the Concessionaire intends to utilize any disposable products for food service, the Concessionaire shall use environmentally friendly cleaners and the sale of sustainable food products.

2.3 Concession Personnel Requirements

- 2.3.1 Concessionaire shall employ, provide and train all personnel necessary and prudent for the safe, efficient and successful management and operation of the Vending Machine Program.
- 2.3.2 Concessionaire shall cause its employees to conduct themselves at all times in a courteous and professional manner that reflects well upon the City and all of its departmental facilities. Concessionaire shall train and supervise its employees and cause them to be well-groomed and neat. Concessionaire shall cause its employees to be outfitted in appropriate attire which clearly identifies them as Concessionaire’s employees. The City may, in its sole reasonable discretion, require that the Concessionaire remove and replace any employee that does not meet the

requirements of this RFP and Concession Agreement.

2.4 Equipment, Maintenance and Service

2.4.1 The City has established minimum equipment, maintenance and service standards for Concessionaire authorized to operate in the City. Meeting these minimum requirements does not ensure acceptance of the Respodent's proposal. If the RFP is awarded, Concessionaire will be required to adhere to these standards as described in this RFP and subsequent Concession Agreement.

2.4.2 Verification of Concessionaire's 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 Concession Agreement.

2.4.3 The following types of vending equipment may be required of the Concessionaire depending upon the specific needs of the location(s) as described in the Sales Revenue, Location/Equipment, and Usage Listings as Attachment 7 as well as any locations added through the term of the Concession Agreement. Please attach to your proposal, technical literature (catalogue cuts) of the type of equipment described in Attachment 7. 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 (12 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 (16 oz. / 20 oz. Bottles)	Milk Machine
	Hot Food Machine

2.4.4 Vending Machines will be new, state of the art, energy efficient equipment, and "72" in height. Microwave Ovens, Bill Changers, and Condiment Stands are not required to be "72" in height, but are nonetheless required to be new and state of the art equipment. As part of the submittal, Respondents should also indicate other available equipment options.

2.4.5 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.

2.4.6 All Vending Machines will be equipped with dollar bill validators, and must be capable of accepting at all times, all of the legal currency issued by the United States Government. At a minimum, all Vending Machines must accept the following denominations: one (1) dollar bill and coins, five (5) cents (nickel), ten (10) cents

(dime), twenty-five (25) cents (quarter dollar). The City will also consider machines the accept other denominations as well as those that offer "cashless vending technology", which offer the option of accepting and processing credit and debit cards. Respondents will provide technical specifications in their responses should cashless vending technology be an option on any of their machines.

2.4.7 Concessionaire 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 Concessionaire subcontracts a portion of the vending activity to another vending machine company, the Concessionaire 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 Concessionaire.

2.4.8 Concessionaire shall be responsible for all routine maintenance related to the operation of the Vending Program. Concessionaire must install and maintain all equipment, including Microwave Ovens and Condiment Stands, and surrounding areas and fixtures. The Vending Machines must be maintained on the inside and outside in a clean sanitary manner.

2.4.9 Concessionaire must maintain detailed records of cleaning schedules and service calls.

2.4.10 Concessionaire shall respond promptly to all requests for maintenance and/or service within 24 hours of request for all equipment installed by the Concessionaire.

2.4.11 Concessionaire 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.

2.4.12 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

2.4.13 As outlined in the Healthy Vending Standards (Attachment 5), at least five (5) machines must have capacity to electronically convey caloric information for all

snacks via electronic screening. Examples include but not limited to “Vendscreen” or “Mind Nutritional Information”.

2.5 Reporting Requirements

2.5.1 Concessionaire will be required to furnish to the Project Manager with electronic monthly reports that detail all of the activity of the reporting month.

2.5.2 Summary Report (Quarterly)

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 quarterly to the Project Manager.

2.5.3 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 monthly to all locations, and to the Project Manager.

2.5.4 Healthy Sales Report (Quarterly)

A report that details itemized monthly sales by location, machine, and product shall be sent quarterly to the Project Manager and the Department of Public Health. The final format of the report shall be developed and approved by the City of Philadelphia - Department of Public Health.

2.5.5 Yearly Report

A report that details the gross and net sales by month for each location, the gross and net sales by month for each product sold, and the gross and net sales for the type of product sold at each location. Report to be sent annually to the Departments of Public Health and Procurement.

2.6 Subcontracting

2.6.1 Subject to the requirements of this RFP, Concessionaire may have some of its services and supplies provided by a subcontractor. The Concessionaire shall obtain the prior, written approval of the Procurement Commissioner before entering into any subcontract under the Concession Agreement.

2.6.2 Concessionaire shall cause all its subcontracts to specify that the City is designated as third party beneficiary of the subcontract. Concessionaire shall also cause its subcontracts to specify that the subcontractor is bound by the same requirements as the Concessionaire under the Concession Agreement including, without limitation, indemnification of the City, insurance, maintenance and preservation of records, and audit by the City.

- 2.6.3 No subcontract relieves Concessionaire of any of its obligations under the Concession Agreement. Concessionaire is liable for the acts and omissions of its subcontractors, or the persons either directly or indirectly employed by them.
- 2.6.4 Any purported subcontract that Concessionaire enters into in violation of this Section 2.6, or of any other Section in this RFP, or the Concession Agreement is void.

2.7 Security Deposit

- 2.7.1 Respondents must submit, with their proposal, a Security Deposit Two Hundred Fifty Dollars (\$250.00). The Respondent shall submit the Security Deposit, made payable to the City of Philadelphia, in the form of a certified check. The City will deposit the certified check of the successful Respondent in a deposit account at a bank in the name of the City (the “**Security Deposit Account**”). The Security Deposit Account shall be available to the City to retain as security for:
 - 2.7.1.1 The Concessionaire’s faithful performance of, and compliance with, all the terms and conditions of the Concession Agreement, including but not limited to all the City’s costs and expenses to hire persons or firms to complete performance of, and compliance with, the Concession Agreement if Concessionaire defaults in any of its obligations;
 - 2.7.1.2 Compensation for any damages, costs, or expenses suffered or incurred by the City related to Concessionaire’s Event of Default;
 - 2.7.1.3 Compensation for any damage arising in connection with any activities at the Locations under the Concession Agreement and not otherwise covered by Concessionaire’s insurance (that names the City as payee).
- 2.7.2 The City’s retention of some or all of the Security Deposit under RFP Section 2.7.1 does not relieve Concessionaire of liability for any costs or damages in excess of the full amount of the Security Deposit.
- 2.7.3 If at any time during the Term the City applies some or all of the Security Deposit to pay for repair of any damaged property or for any damages the City suffers arising from or otherwise related to Concessionaire’s breach of the Concession Agreement, the City may send written notice of the City’s retention. Promptly following Concessionaire’s receipt of the City’s notice, Concessionaire shall promptly deposit money into the Security Deposit Account to restore it to the full amount required.
- 2.7.4 Within 45 days following the Concession Agreement Ending Date, the City will return the Security Deposit to Concessionaire, less any amounts the City retains

under RFP Section 2.7.1.

2.8 Office of Economic Opportunity – Participation Commitment

The Concessionaire shall submit to the City quarterly reports that summarize the Concessionaire's activities related to their contracts with minority-owned, women-owned, and disabled-owned firms. The reports will serve as a mechanism to ensure the Concessionaire is in compliance with the participation commitments the Concessionaire made in its S & C Form (described in Section 5.5.2 below). Please see **Attachment 4** for further information regarding these requirements.

2.9 No City Obligation

Despite any other provision of the RFP and the Concession Agreement, the Concession Agreement does not obligate the City to appropriate or spend money at any time or for any reason.

SECTION 3– GENERAL CONTRACT PROVISIONS

3.1 Ethics Requirements

3.1.1 The Concessionaire and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City official, officer or employee, including any gift, gratuity, favor, entertainment or loan, the receipt of which would violate Executive Order No. 3-11 issued by the Mayor of Philadelphia on January 25, 2011.

3.1.2 Any person who offers or gives anything of value to any City official, officer, or employee, the receipt of which violates Executive Order No. 3-11, is subject to sanctions with respect to City contracts. The sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the nature of the particular violation. The terms and duration of the sanctions will be determined (after consultation with the City's Chief Integrity Officer) by the Procurement Commissioner with respect to contracts subject to competitive bidding or by the Director of Finance with respect to non-competitively bid contracts.

3.1.3 If the Concessionaire or its sub-licensees, contractors, and subcontractors offer or give, directly or indirectly, anything of value to any City officer, director, or employee in violation of Section 3.1.1 above, the Concessionaire will commit an Event of Default under the Concession Agreement. In addition, the City shall return or discard the item given to the City officer, director, or employee.

3.2 Tax Requirements

- 3.2.1 Any vendor of goods, or provider of services, who submits a proposal and is awarded a contract by the City is subject to Philadelphia's business tax ordinances and regulations. The Concession Agreement is entered into in the City of Philadelphia, and the Concessionaire's delivery, sale, or rental of goods in the City, or performance of services in the City, is "doing business" in the City and subjects the Concessionaire to the City's tax requirements, including without limitation one or more of the following taxes:
- a. Business Income and Receipts Taxes
 - b. Net Profits Tax
 - c. City Wage Tax
- 3.2.2 Promptly following the Commencement Date, the Concessionaire, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account number and to file appropriate business tax returns as required by Applicable Law. Applications may be submitted through the Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> or to the Department of Revenue at: Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at: (215) 686-6600.
- 3.2.3 In addition to the City's tax requirements, the Concessionaire shall timely pay all federal, state, and local taxes, assessments, and levies, however characterized (collectively, "Assessments") that apply to the Concession, the Concession Agreement, and the Concessionaire's activities under the Concession Agreement. The Concessionaire is solely liable for all late charges, interest, penalties, and fees arising from the Concessionaire's failure to timely pay all Assessments.
- 3.2.4 The City is not obligated at any time during the Term to pay any Assessments related to the Concession, the Concession Agreement, or the Concessionaire's activities under the Concession Agreement.
- 3.2.5 The Concessionaire's failure to comply with the requirements of the Concession Agreement regarding payment of Assessments, or Concessionaire's failure to otherwise pay an Assessment as required by Applicable Laws, is an Event of Default of the Concession Agreement.
- 3.2.6 **The Philadelphia Tax and Regulatory Status and Clearance Statement**

It is the policy of the City of Philadelphia to ensure that each Concessionaire has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in The Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Respondent is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and

Regulatory Status and Clearance Statement which is attached to this RFP as Attachment 8).

If the Respondent is not in compliance with the City's tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Respondents may not be eligible for award of the contract contemplated by this RFP.

The selected Respondent will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Respondents are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

If a Respondent or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at 215-686-6600 or revenue@phila.gov.

Respondents need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.¹ Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License² may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

3.3 Confidential and Proprietary Information of the City

¹ Applicants that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Applicants with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

² Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

The Concessionaire shall treat all information it obtains from the City that is not generally available to the public as confidential and proprietary to the City. The Concessionaire shall exercise all reasonable precautions to prevent any confidential and proprietary information it obtains from the City from being disclosed to any other person or entity. The Concessionaire shall promptly indemnify, defend, and hold harmless the City from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from or related to any use or disclosure of any City confidential or proprietary information by the Concessionaire or its employees, or by any person acquiring that information, directly or indirectly, from the Concessionaire or its employees. The Concessionaire's obligations under this Section 3.3 survive the Concession Agreement Ending Date.

3.4 Indemnification, Release and Insurance

The Concessionaire shall promptly indemnify, defend, and release the City, as set forth in **Attachment 3** to the RFP. In addition, on or before the Commencement Date the Concessionaire shall obtain and, throughout the Term, shall maintain the types and minimum amounts of insurance set forth in **Attachment 3**. As a condition precedent to the effectiveness of the License the City gives to Concessionaire under the Concession Agreement, Concessionaire must provide the City of Philadelphia Risk Manager, on behalf of the City, with a certificate of insurance that shows the Concessionaire has obtained the types and required amounts of insurance. Concessionaire must cause copies of the certificate of insurance to be delivered to all the officials at the addresses specified in **Attachment 3**.

3.5 Default

3.5.1 The Concessionaire will commit an “**Event of Default**” under the Concession Agreement if:

- a. Concessionaire fails to timely pay to the City in full the Concession Fee; or
- b. Concessionaire fails to timely comply with any other obligation applicable to Concessionaire under the Concession Agreement.

3.5.2 If the Concessionaire commits an Event of Default under Section 3.5.1 above, and,

- a. in the case of an Event of Default under Section 3.5.1.(a), Concessionaire fails to cure the Event of Default within 5 days after receiving written notice from the City of the Event of Default,
- b. in the case of an Event of Default under Section 3.5.1.(b), Concessionaire fails to cure the Event of Default within 30 days after receiving written notice from the City of the Event of Default,
- c. in the case of an Event of Default under Section 3.5.1.(b) that cannot reasonably be cured within 30 days after receiving the City's written notice

of the Event of Default, Concessionaire fails to actively start to cure the Event of Default within the 30-day period and then continuously and diligently pursue the cure to completion in not more than 90 days after receiving the City's written notice of the Event of Default, or

- d. in the case of any Event of Default that poses a threat of imminent harm to persons or property,

then without further notice the City may, in its absolute discretion, immediately suspend or terminate the Concession Agreement, in whole or in part, without liability to City.

- 3.5.3 In addition to the City's rights and remedies under Section 3.5.2 above, Concessionaire shall pay all damages, costs, and expenses suffered or incurred by the City arising from or related to the Event of Default. Also, if Concessionaire commits an Event of Default and fails to cure the Event of Default within the applicable cure period (if any), then the City may exercise all rights and remedies available to it at law or in equity, in addition to the remedies available to the City under the Concession Agreement. The City may exercise its remedies under the Concession Agreement, at law, or in equity, separately, cumulatively, successively, and repeatedly, in the City's absolute discretion.
- 3.5.4 The City's failure or delay in providing written notice of an Event of Default to Concessionaire does not relieve or excuse the Concessionaire from any liability arising from or related to the Event of Default and does not waive any of the City's rights or remedies upon delivering written notice to the Concessionaire of the Event of Default and Concessionaire's failure to cure the Event of Default in the applicable cure period provided under Section 3.5.2, or immediately and without notice in the case of an Event of Default that poses a threat of imminent harm to person or property.

3.6 Non-Indebtedness

- 3.6.1 The Concessionaire represents and warrants that Concessionaire, and all entities under common control with the Concessionaire or controlled by it are not as of the Commencement Date indebted to the City. Concessionaire shall not at any time during the Term of the Concession Agreement 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. The Concessionaire shall remain current during the Term of the Concession Agreement with all such payments and shall inform the City upon receipt of any notices of delinquent payments. In addition to any other rights or remedies available to the City under the Concession Agreement, at law, or in equity, the Concessionaire acknowledges that any breach or failure to conform to Concessionaire's representation, warranty, and covenant in this Section 3.6.1 may, at the option of the City, result in the termination of the Concession Agreement. In addition, Concessionaire understands that false

certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

- 3.6.2 The Concessionaire shall cause its subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire in Section 3.6.1 above. The Concessionaire shall include the provisions in Section 3.6.1 in each subcontract under the Concession Agreement, with appropriate adjustment for the name of the subcontractor.

3.7 Compliance with Applicable Laws

In the RFP and Concession Agreement, “**Applicable Law**” and “**Applicable Laws**” mean all present and future Commonwealth of Pennsylvania, federal, and municipal laws, ordinances, regulations, orders, rules, official opinions and interpretations, and requirements, that apply to any of the following: the Concession Agreement, the License, the Concessionaire, and Concessionaire’s exercise of the License and Management and Operations of the Vending Machine Program. Throughout the Term, the Concessionaire shall promptly comply with all Applicable Laws, including but not limited to:

- 3.7.1 The Fair Practices Ordinance of the Philadelphia Code (Chapter 9-1100), (which prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap, or marital status) and the Mayor’s Executive Order No. 4-86 (which prohibits, among other things, discrimination against persons with AIDS in employment and services), as they may be amended from time to time;
- 3.7.2 All federal, Commonwealth of Pennsylvania, and local requirements regarding the application, obtaining, and maintaining licenses, certificates, permits, and other approvals required for operation of the Concession; and
- 3.7.3 The tax requirements of all governmental authorities having jurisdiction over the Concession, the Concession Agreement, and Concessionaire’s operations under the Concession Agreement.

3.8 Entire Agreement; No Amendment

- 3.8.1 The Concession Agreement is the complete, final, and exclusive expression of the City’s and Concessionaire’s agreement about the Concession. All prior negotiations and agreements, if any, between the City and Concessionaire relating to the Concession are superseded by and merged into the Concession Agreement.
- 3.8.2 The Concession Agreement may not be amended or modified except in writing signed by the City officials who signed the original Concession Agreement and also signed by Concessionaire’s duly authorized officers. Any proposed or purported amendment of the Concession Agreement made without strictly complying with this Section 3.8.2 is void. No course of conduct between the City

and Concessionaire, and no industry custom, is effective to amend the Concession Agreement or waive any of the Concessionaire's obligations under the Concession Agreement.

3.9 No Joint Venture or Partnership

The Concession Agreement does not create a joint venture or partnership between the City and the Concessionaire. The Concessionaire is an independent entity and is not an agent of the City.

3.10 Severability

The provisions of the Concession Agreement, including but not limited to the RFP, are severable. If any provision of the Concession Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, then that provision is deemed adjusted to the minimum extent necessary to cure the invalidity or unenforceability. Except as provided in the next sentence, the invalidity or unenforceability of one or more of the provisions in the Concession Agreement does not affect any other provision of the Concession Agreement. If any provision of the Concession Agreement is held invalid or unenforceable so that the City is deprived of a material consideration to it under the Concession Agreement, however, then the City may, in its absolute discretion, terminate the Concession Agreement without liability to the Concessionaire.

3.11 Place of Contract; Governing Law

The Concession Agreement is made in Philadelphia, Pennsylvania, is governed by Pennsylvania law, and is to be interpreted in accordance with Pennsylvania Law without reference to choice of law provisions.

3.12 Assignment Prohibited

Except for subcontracts permitted under Section 3.27 above, Concessionaire shall not assign the Concession Agreement or any of its rights or obligations under the Concession Agreement. Any attempted assignment by Concessionaire in violation of this provision is void and is deemed an offer by Concessionaire to the City to immediately terminate the Concession Agreement, which the City may accept or decline in the City's sole discretion.

3.13 Force Majeure Event

3.13.1 Concessionaire is excused from compliance with any obligation or limitation under the Concession Agreement where (1) compliance with the obligation or limitation is rendered impossible by any unexpected event in the nature of a hurricane, tornado, earthquake, war, terrorism, riot, embargo, or labor strike (except a strike by Concessionaire's own employees), and (2) Concessionaire cannot reasonably

make alternative arrangements to comply with the obligation or limitation despite the unexpected event ((1) and (2) together, a “**Force Majeure Event**”).

- 3.13.2 Concessionaire is excused from compliance with any obligation or limitation under the Concession Agreement because of a Force Majeure Event only for the duration of the Force Majeure Event or until Concessionaire can sooner reasonably make alternative arrangements to enable its compliance. If the Force Majeure Event renders impossible Concessionaire’s compliance with a material obligation or limitation under the Concession Agreement, and if the Force Majeure Event continues for 60 days or longer, then the City may terminate the Concession Agreement in the City’s sole discretion without liability to the Concessionaire.
- 3.13.3 The City is excused from complying with any requirements or limitations applicable to it under the Concession Agreement if the City cannot comply because of any acts of God, acts of public enemy, riot, freight embargo, strike, other work stoppage, government action, breakdown or failure of apparatus or equipment or machinery employed in supplying required services, or any act or condition beyond the reasonable control of the City.

3.14 Philadelphia 21st Century Minimum Wage and Benefits Standard.

- 3.14.1 If the Concessionaire is an employer subject to Chapter 17-1300 of the Philadelphia Code regarding the Philadelphia 21st Century Minimum Wage Standard, as provided in Philadelphia Code Section 17-1303, then Concessionaire shall (1) comply with the requirements of Chapter 17-1300 in effect on the Commencement Date, (2) promptly provide to the City documents and information verifying its compliance with the requirements of Chapter 17-1300, and (3) notify each of its affected employees with regard to the wages that are required to be paid pursuant to Chapter 17-1300.
- 3.14.2 Under Chapter 17-1300, Section 17-1305(1), requires employers subject to that Chapter to pay each of their employees an hourly wage at least 150% of the federal minimum wage, excluding benefits. Section 17-1305(2) requires that to the extent an employer subject to Chapter 17-1300 provides health benefits to any of its employees, the employer shall provide each full-time, non-temporary, non-seasonal covered employee with health benefits that are at least as valuable as the least valuable health benefits the employer provides to any of its other full-time employees.
- 3.14.3 If the Concessionaire is an employer subject to Chapter 17-1300, then by signing the Concession Agreement the Concessionaire certifies that its employees are paid the minimum wage standard required by Chapter 17-1300.
- 3.14.4 The City may grant a partial or total waiver from the requirements of Chapter 17-1300 based on specific stipulated reasons, as set forth in Section 17-1304 of the Philadelphia Code.

SECTION 4 – ELIGIBILITY TO SUBMIT A PROPOSAL

4.1 General

To be eligible for award of the Concession Agreement and the License, a Respondent must demonstrate that it has the skills and capacity to successfully Manage and Operate a Vending Machine Program as defined in this RFP.

4.2 Management Experience and Qualifications

In order to receive consideration for award of the Concession Agreement, a Respondent must demonstrate to the City's satisfaction that the Respondent has both sufficient experience and sufficient financial resources to meet the requirements set forth in this RFP.”). Please see Section 1.3, Respondent Qualifications, for information regarding the minimum qualifications requested for this Concession Agreement as well as the Proposal submission requirements related to Respondent's experience and qualifications.

4.3 Records and Reports

Respondents must have the capability to maintain and furnish management records and reports, as required in Section 2.5, in a format satisfactory to the City.

4.4 Respondents Restricted

- 4.4.1 The City will not accept any Proposal from, nor award the Concession Agreement to, any Respondent that (1) is in arrears or is in default of (A) any debt to the City (including without limitation tax delinquencies), (B) any contract obligation to the City, or (C) any surety obligations to the City, or (2) has failed to comply with any existing or previous contract with the City, or (3) has failed to execute a contract that the person, firm, or corporation negotiated with the City.
- 4.4.2 The City will not accept any Proposal from, nor award the Concession Agreement to, any official, officer, director, or employee of the City. Respondents are required to disclose any current City employees or officials who are employees or officials of Respondent's firm, or who otherwise would have a financial interest, either direct or indirect, in the Concession Agreement.
- 4.4.3 The City will not accept any Proposal from, nor award the Concession Agreement to, any Respondent that is involved in litigation against the City, including but not limited to negotiation to settle a claim against the City.
- 4.4.4 A Respondent must not be a party to more than one Proposal submitted in connection with this RFP. If a Respondent is a party to more than one Proposal, the City may reject all the Proposals that the Respondent is party to.

SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

5.1 Responsiveness

To be eligible for award of the Concession Agreement, a Respondent's Proposal must be responsive to this RFP. For its Proposal to be considered responsive to this RFP, a Respondent must follow all the instructions in this RFP and submit all the materials and information required by this RFP.

5.2 Form of Proposal

5.2.1 Each Respondent must submit one original signed cover letter and Proposal and an additional **full** copy of the proposal electronically on either a CD-ROM or flash drive to be enclosed with the original proposal package. The original letter must be signed by a person with authority to bind the Respondent to all of the provisions of its Proposal, this RFP, and the Concession Agreement.

5.2.2 Each Respondent's Proposal must follow the form of this RFP. It must be typed on 8-1/2" x 11" paper and marked clearly on the cover page with Respondent's name and refer to this RFP clearly. Pages must be numbered clearly. Respondents must not submit Proposals in plastic sleeves or spiral binders. Illustrations may be included. Oversized drawings may be submitted, but they must be accompanied by 8½" x 11" sectionals or reduced to 8 ½" x 11". **Each Respondent must seal its Proposal in envelopes, packets, or boxes, as the case may be, to ensure confidentiality of the information prior to the Deadline for Submitting Proposals. The City will only accept Proposals in hard copy and will not accept Proposals by facsimile or by e-mail.**

5.2.3 Wherever a Respondent is providing information required by this RFP, the Respondent must identify the information by using the corresponding Section number, Appendix, or Form of this RFP that requires the information.

5.2.4 Each Respondent's Proposal must include the following at a minimum:

1. Proposal Signature Page (Section VII)
2. Signed cover letter;
3. Description of company, organization, and personnel;
4. Statement of Understanding of the Purpose of this RFP;
5. Completed Qualification Form
6. Financial Information;
7. Completed Solicitation for Participation and Commitment Form;
8. Completed Concession Fee Proposal Form;
8. Completed Tax and Regulatory Status and Clearance Statement Form

5.2.5 **Each Respondent must print the following information on the outside of the envelope, packet, or box in which it submits its Proposal:**

1. Respondent's name and address;
2. RFP Number C-101-13;
3. Identification as "Proposal for the Management and Operation of the City-Wide Vending Machine Program"; and,
4. The Deadline for Submitting Proposals, as stated on the cover page of this RFP.

5.3 Submission of Proposal by "Deadline for Submitting Proposals"; Oral Presentations

- 5.3.1 Each Respondent must submit its Proposal to the City no later than the Deadline for Submitting Proposals. Each Respondent is solely responsible for delivery of its Proposal on time and to the proper location. The "Deadline for Submitting Proposals" and the location for submitting Proposals are set forth on the cover page of this RFP. The City recommends that each Respondent plan to submit its proposal sufficiently in advance of the Deadline for Submitting Proposals to resolve any unexpected problems the Respondent might encounter with completing, copying, or delivering the proposal.
- 5.3.2 The City may request one or more Respondents to make a supplemental oral presentation to City officials after the Deadline for Submitting Proposals. The date and time of the oral presentations will be determined by the City.

5.4 Company Profile; Operating Experience

Each Respondent must, if available:

- 5.4.1 Submit a resume or detailed description of the Respondent's professional qualifications, demonstrating extensive experience in the industry, or affiliation with individuals and firms, or either of them, with that expertise. The resume or detailed description must include the number of Respondent's employees and number of years Respondent has been in business.
- 5.4.2 Submit personal and or company safety records for operations related to this type of operation or similar operations and at similar facilities.
- 5.4.3 Provide a description, with photographs of similar vending machine operations, including locations where Respondent has operated or is currently operating.
- 5.4.4 Explain its corporate structure and ownership.
- 5.4.5 Provide the names and addresses of all owners and corporate officers of the entity submitting the Proposal.
- 5.4.6 Provide its federal Employer Identification Number.

- 5.4.7 Identify all parent, subsidiary, affiliate, and partnership relationships with other businesses (collectively, “**Related Companies**”).
- 5.4.8 If Respondent is a partnership or a joint venture, give the date of the partnership or joint venture agreement, the county and state where the agreement was filed, and list the name and address of each partner or joint venture entity and the percentage of ownership of each partner or joint venture entity. If Respondent is a corporation or limited liability company, the Respondent must provide a copy of its articles of incorporation, give the date and state of the company’s organization and incorporation, and list the names and addresses of the company’s board of directors and officers, or managers or members, as the case may be.
- 5.4.9 Provide at least three recent references with whom the Respondent has worked and who can describe such matters as the Respondent’s financial and operational capability. The Respondent must include the name of the reference entity, a description of the nature of the listed reference’s experience with the Respondent, and the name, title, address, email address, and telephone number of a contact person at the reference entity.
- 5.4.10 List all contracts the Respondent and all its Related Companies have had with the City in the last five years.
- 5.4.11 If Respondent or any of its Related Companies has filed for bankruptcy protection in the last five years (or had a bankruptcy petition filed against it), Respondent must provide a brief explanation of the circumstances and outcome of the filing.
- 5.4.12 List all surety companies that have previously issued performance bonds on behalf of Respondent or any of Respondent’s Related Companies, the addresses of each surety company, the amount of each bond, and the term of each bond. List any performance bonds that were called in the last five years due to unsuccessful completion of the contract.

5.5 Participation of Minority, Woman and Disabled Owned Business Enterprises In City Contracts

- 5.5.1 The Concession Agreement is subject to Mayor’s Executive Order, No.03-12 relating to the participation of minority-owned, women-owned, and disabled-owned businesses (collectively, “**M/W/DSBEs**”) in City contracts.
- 5.5.2 Respondents must respond to the requirements specified in **Attachment 4** of this RFP and must submit the “**Solicitation for Participation and Commitment Form**” (the “**S & C Form**”) to identify its solicitations and any commitments made with M/W/DSBEs to participate in the Concession Agreement. Respondents must indicate on the S & C Form the work being performed and the dollar amount and percentage of work being performed by each M/W/DSBE firm. Respondents must also submit documentation of their “Good Faith Efforts” (as more fully described in **Attachment 4**), whether or not they have achieved any commitments

with M/W/DSBEs. For a listing of firms certified as M/W/DSBEs, please visit <http://oeo.phila.gov/directory.asp>.

- 5.5.3 The City may, in its sole discretion, reject any Proposal that does not include a completed S & C Form.

5.6 Financial Information

- 5.6.1 Each Respondent must provide evidence of its financial capacity and stability; an accountant-prepared financial statement for the most recent fiscal year ended, prepared in accordance with generally accepted accounting principles, consistently applied; and a federal tax return. Each Respondent must also provide creditor reference(s) and a description of the loans or lines of credit made available to the Respondent and dates that the accounts were established as well as the name of the Respondent's account officer(s). By submitting a Proposal, each Respondent authorizes the City to contact the Respondent's creditor references regarding that information.

5.7 Understanding the Purpose of this RFP and the Rights and Obligations of the Concessionaire

This RFP sets forth the minimum requirements that the Concessionaire must fulfill. Each Respondent must provide a brief narrative that demonstrates its understanding of this RFP's goals and objectives, the nature and scope of the work involved, and how Respondent's expertise will enable Respondent to fulfill the goals and objectives of this RFP. Also, each Respondent must describe its approach to the proposed Concession, including Respondent's work plan and strategy.

5.8 Concession Fee Proposal: Monthly Gross Revenue (MGR) Percentage Fee

- 5.8.1 Using the **Concession Fee Proposal Form (Attachment 2)**, each Respondent must propose a **MGR** percentage fee to the City for the right to manage and operate the Vending Machine Program. The City urges each Respondent to include an escalation each year (compounded monthly) in the MGR over the Term of the Concession Agreement.
- 5.8.2 In this RFP and the Concession Agreement, "**Gross Revenue**" and "**Gross Revenues**" means all revenue, however characterized, the Concessionaire receives in connection with the Management and Operation of the Vending Machine Program.

5.9 Confidential Information

- 5.9.1 If a Respondent chooses to include in its Proposal material of a confidential nature, then the Respondent must mark the confidential material as noted below and explain why it is confidential. The City will exercise reasonable care to honor confidentiality requests, subject to Applicable Laws.

- 5.9.2 Each Respondent must identify the pages of its Proposal that contain confidential information by prominently marking those pages as explained below. Respondents are reminded that the mere designation of information as confidential does not necessarily make it so under Applicable Laws. The Pennsylvania Right to Know Act may require the City to disclose certain information regardless of whether the Respondent has designated it as confidential. The City recommends that each Respondent confer with legal counsel regarding the disclosure requirements of the Right to Know Act. Respondents should include the following notice in the front of each copy of their Proposal:

NOTICE

The information on pages _____ of this Proposal, identified by the words “**Confidential Proprietary Information**” in boldface type of at least 12 points in the top right-hand corner of each page, contains proprietary information that the Respondent desires not be disclosed. The Respondent requests that the confidential information be used only for evaluation of Respondent’s Proposal and not be disclosed to the public, except as may be required by Applicable Law.

SECTION 6 – EVALUATION OF PROPOSALS

6.1 Selection Committee

Those Proposals that the City determines in its sole discretion are responsive to this RFP will be reviewed by a “**Selection Committee**” comprised of City officials and employees.

6.2 Proposal Evaluation Criteria

6.2.1 The Selection Committee will evaluate Proposals by considering the criteria listed below. No particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list.

6.2.1.1 Demonstrated experience in the industry or managing operations that are similar in size and nature to the Vending Machine Program.

6.2.1.2 The Proposed Monthly Gross Revenue (MGR) Percentage Fee

6.2.1.3 Financial capacity to perform the services required by this RFP and presented in the Respondent’s Proposal.

6.2.1.4 The proposed Operating Plan, including the maintenance, quality and affordability of the Concession to all City facilities.

6.2.1.5 M/W/DSBE participating percentages.

6.2.1.6 Any other factors the Selection Committee considers relevant to the evaluation to the Proposal.

6.2.2 The Selection Committee may ask one or more Respondents to discuss their respective Proposals with the Selection Committee. Discussion may cover any matter related to this RFP or that the City deems relevant to the proposed Concession.

6.3 Award of Concession Agreement

The City will award the Concession Agreement to the Respondent whose proposal the City, in its sole discretion, determines best meets the goals of the City in issuing this RFP and is in the best interest of the City. For that reason, the City may not necessarily award the Concession Agreement to the Respondent offering the highest Concession Fee.

6.4 Amendments of Concession Agreement

The City reserves the right, in its sole discretion, but subject to the Concessionaire's agreement, to amend the Concession Agreement in light of then-prevailing circumstances as a condition to renewing the Concession Agreement.

6.5 City's Right to Inspect

6.5.1 Concessionaire shall keep and make available complete and accurate books of accounts, financial records, and other records (collectively, "**Books and Records**") within the City of Philadelphia relating to the Concessionaire's management and operation of the Vending Machine program. The Concessionaire shall maintain its Books and Records in accordance with generally accepted accounting principles consistently applied.

6.5.2. The City may inspect and audit all of the Concessionaire's Books and Records and Concessionaire's affairs at all reasonable times City's offices, or other place the City may reasonably require.

6.6 Reservation of Rights

The City reserves, and may in its sole discretion exercise, the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP at any time prior to execution of the Concession Agreement:

6.6.1 To reject any Proposal if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Applicant does not meet the qualifications set forth in the RFP, or it is otherwise in the City's best interest to do so;

6.6.2 To reject all Proposals, or to postpone, cancel and reissue the RFP or not reissue the RFP if, in the City's sole judgment, it is in the City's best interest to do so;

- 6.6.3 To supplement, amend, or otherwise modify any section of this RFP at any time prior to selection of one or more Applicants for negotiation;
- 6.6.4 To waive any Proposal informality, defect, or deviation from the requirements of this RFP that, in the sole judgment of the City, is not material to the Proposal;
- 6.6.5 To request that some or all of the Applicant clarify, modify or supplement their respective Proposals, including information inadvertently omitted;
- 6.6.6 To request interviews or oral presentations from one or more Applicant;
- 6.6.7 To request recent financial statements from an Applicant as a means of verifying its capability to meet all the obligations of the Concessionaire;
- 6.6.8 To conduct investigations with respect to the qualifications of each Applicant and call an Applicant's references;
- 6.6.9 To enter into negotiations and discussions with any one or more Applicants regarding any aspect or provision of their Proposals; and
- 6.6.10 To make modifications to the responsibilities of the Concessionaire as set forth in this RFP that, in the City's reasonable discretion, are not material without informing other Applicants or permitting other Applicants to modify their respective Proposals, unless the City, in its sole discretion, determines that permitting other Applicants to modify their Proposals is in the City's best interest.

6.7 Concession Agreement Effectiveness

The Concession Agreement will not be binding upon the City, and an Applicant will not become the Concessionaire, until after all of the following have occurred:

1. The Concession Agreement has been signed by the Applicant and approved by the City's legal counsel;
2. The Concession Agreement has been executed by the City; and
3. The Respondent has submitted certificates of insurance in accordance with Attachment 3.

6.8 Acceptance of the Provisions of this RFP

By submitting a Proposal in response to this RFP, the Respondent expressly acknowledges and agrees to all the provisions contained in this RFP, including but not limited to the rights reserved by the City.

SECTION 7 – SIGNING OF PROPOSALS

Each Respondent must sign its Proposal using one of the forms on the following pages as is appropriate for the Respondent’s form of business organization. The Proposal must be signed by a person authorized to bind the entity submitting the Proposal.

If Respondent is an INDIVIDUAL, PARTNERSHIP, or JOINT VENTURE, the Respondent must date and sign the RFP here:

This ____ day of _____, 2013

Name of Respondent

Signature of Individual or Authorized Signer

Printed Name and Title of Signer

Additional Authorized Signer (if applicable)

Printed Name & Title of Additional Authorized Signer (if applicable)

Federal Employer Identification Number

Phone Number

E-mail Address

Street Address

City, State, Zip Code

If Respondent is a CORPORATION or LIMITED LIABILITY CORPORATION, the Respondent must sign and date the RFP here:

This ____ day of _____, 2013

Corporate Name

Signature of Authorized Official

Printed Name and Title of Signer

Additional Authorized Signer (if applicable)

Printed Name & Title of Additional Authorized Signer (if applicable)

Federal Employer Identification Number

Phone Number

E-mail Address

Street Address

City, State, Zip Code

ATTACHMENT 1

QUALIFICATION FORM

(APPLICANTS 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 applicant 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:

<u>Name</u>	<u>Address</u>	<u>%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Yes () No ()

b. If so, insert brief summary of previous experience:

2. FINANCIAL INFORMATION

- 2.1 Applicant 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 applicant will provide herewith the following list of at least three (3) persons or companies with whom the applicant 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 Applicant's Bank References:

Name:

Address:

1) _____

2) _____

3) _____

ATTACHMENT 2
CONCESSION FEE PROPOSAL FORM

Concession fee for Operation and Management of Vending Machine Program, paid on a monthly basis to the City's Employee Controlled Fund, as described below.

MONTHLY GROSS REVENUE

2014: _____% of Gross Revenues

RENEWAL TERMS

2015: _____% of Gross Revenues

2016: _____% of Gross Revenues

2017: _____% of Gross Revenues

**ATTACHMENT 3
INDEMNIFICATION, RELEASE AND INSURANCE**

1. Indemnification

Concessionaire shall promptly indemnify, defend, hold harmless the City of Philadelphia (the “City”) from and against all claims, suits, causes of actions, cost recovery actions, costs, interest and expenses, demands, judgments, liabilities, damages, liens, mechanics or material men’s liens and claims of lien (including reasonable attorney’s fees and costs) (individually, a “Claim” and collectively the “Claims”) arising in whole or in part from the concessionaire’s or any of its contractors’ or subcontractors’, employees’, invitees’, agents’, successors’ and assigns’ entry onto and use of, including but not limited to property damage and personal injury (including death). In the event of any claim, Concessionaire shall promptly defend the Claim on behalf of the City, and Concessionaire shall pay, perform and discharge any judgment, order or decree entered or agreed to on account of the Claim. Concessionaire may not settle any Claim without the prior written approval of the city. Despite the previous provisions of this Attachment 3 paragraph 1, the City has the right, but not the obligation, to defend itself with respect to a Claim and appoint its own counsel to defend the Claim. The provisions of this Attachment 3 survive the expiration or sooner termination of the Concession Agreement.

2. Release

In consideration of the Concession and License given to the Concessionaire by the City, Concessionaire, for itself and its officers, directors, employees, agents, sub licensees, contractors and subcontractors, successors and assigns, and any person claiming by, through or under them, or any of them (collectively, the “Release”),remises, quitclaims, releases and forever discharge the City, and their respective officials, officers, directors, employees, boards, commissions, agents, successors and assigns (acting officially or otherwise) collectively, the “Release”), from any and all, and all manner of, actions and causes of action suits, claims, liabilities and demands whatsoever in law or in equity, which the Concessionaire or any of the Releasers may have against the City or any of the Releasees, relating in any way to any condition in, on, or about any City-owned property during the exercise of the Concession and License, pursuant to the Concession Agreement and the RFP, or relating in any way to the exercise of any rights or performance of any obligations under the Concession Agreement or the RFP.

3. Insurance

On or before the Commencement Date, the Concessionaire shall promptly procure and throughout the Term shall maintain, at its sole cost and expense, the types and minimum limits of insurance coverage specified below. Concessionaire shall procure all insurance required below from reputable insurers who are acceptable to the City and who are authorized to do business in the Commonwealth of Pennsylvania. Concessionaire shall cause the insurance policies to provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, non-renewed, or scheduled to lapse. All insurance required in this Attachment 3 must be written on an “occurrence” basis and not a “claim-made” basis, unless otherwise noted below:

(a) Workers' Compensation and Employers' Liability.

- (1) Workers' Compensation: Statutory Limits
- (2) Employers' Liability: \$500,000 Each Accident - Bodily Injury by Accident; \$500,000 Each Employee - Bodily Injury by Disease; and

\$500,000 Policy Limit - Bodily Injury by Disease.

- (3) Other states insurance including Pennsylvania.

(b) 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 advertising injury; \$2,000,000 general aggregate, and \$2,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants. These limits may be:
- (2) Coverage: Premises operations; Blanket Contractual liability; Personal injury liability; Products and completed operations; Independent contractors, Employees and volunteers as additional insureds; Cross liability; Broad form property damage (including completed operations).

(c) 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, hired, rented or leased vehicles.

(d) Umbrella Liability Insurance

at limits totaling \$2,000,000 per occurrence when combined with insurance required in a, b and c above.

(e) Property Insurance ("All Risk")

Covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in Concessionaire's care, custody and control used under this Agreement and RFP, in the amount equal to the full replacement cost with no penalty for coinsurance. The City shall be named as loss payee.

Certificates of insurance evidencing the required coverage must specifically reference the City contract number for which they are being submitted. The original certificates of insurance shall be submitted to the Procurement Department and the Division of Risk Management (City of Philadelphia, Division of Risk Management, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102-1579) at least ten (10) days before work is to commence and at least ten (10) days before each renewal date. The ten (10) day requirement for advance documentation of insurance coverage may be waived in situations where such waiver will benefit the City, but not under no circumstance shall the Concessionaire actually begin work (or continue work, in the case of renewal) without providing the required proof of insurance. The City reserves the right to require

the Concessionaire to furnish certified copies of the original policies of all insurance required under the Concession Agreement at any time upon ten (10) days prior written notice to the Concessionaire.

The Insurance requirements set forth do not modify, limit or reduce the Concessionaire's indemnification of the City or limit any of the Concessionaire's liability to the types and limits of insurance required under this RFP and the Concession Agreement.

9. Fidelity Bond.

Concessionaire shall, at its sole cost and expense obtain and maintain during the Initial Term and any Renewal Term(s) of the Concession Agreement, a fidelity bond in an amount equal to \$50,000, covering Concessionaire's employees who have financial responsibilities related to the receipt and disbursement of funds under the Concession Agreement. In lieu of a fidelity bond, Concessionaire may obtain coverage for crime insurance with limits of \$50,000. The fidelity bond or crime insurance, whichever is obtained by Concessionaire, shall name the City as a beneficiary. The Concessionaire shall submit evidence of the existence of the fidelity bond or crime insurance to the City prior to the commencement Date.

ATTACHMENT 4

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED
OWNED BUSINESS ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(SEALED BID CONTRACTS)**

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City's Office of Economic Opportunity ("OEO").

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's Policy is applicable to this Invitation and Bid (hereinafter, "Bid") .

The Office of Economic Opportunity has approved the following projected ranges of participation for this Bid which serve as a guide in determining each bidder's responsibility:

MBE 15% -20%
and/or
WBE 15% -20%

These ranges represent the percentage of MBE, WBE, DBE³ and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses and through bidder's exercise of Best and Good Faith Efforts. Best and Good Faith Efforts are those efforts, the scope, intensity and appropriateness of which are taken to achieve meaningful and representative

³ "DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

opportunities for participation by M/W/DSBEs. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to OEO are true and correct and is notified that the submission of false information by bidder is subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two years. Bidder also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this Bid, bidder fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency⁴ and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

2. No bidder that seeks to meet the participation range(s) for participation by entering into a subcontract with any M/W/DSBE participant shall be considered to meet the range(s) if the M/W/DSBE participant does not perform a commercially useful function ("CUF"). An M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the Bid Specification) which is worthy of the dollar amount of the M/W/DSBE Subcontract and the M/W/DSBE carries out its responsibilities by managing

⁴ Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO. Applicant is strongly encouraged to search the Pennsylvania Unified Certification Program ("PaUCP") Directory which offers a robust listing of DBEs; the PaUCP Directory is found at www.paucp.com.

and supervising the services involved and actually self-performing at least twenty percent (20%) of the work of the Subcontract with its own employees. For suppliers, an M/W/DSBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a bid by bid basis as informed by prevailing industry standards and the M/W/DSBE's NAIC codes. Participation that is not commercially useful will not be counted.

3. 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 and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including 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 interest, contributes working capital and other resources, etc).

5. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the

participation represents. In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A Bid responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Bidder on the contract, if awarded; where the Bid satisfies the M/W/DSBE participation ranges for that contract, the Bidder is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Bidders must submit documentary evidence of MBEs, WBEs and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the Bid as nonresponsive, although the City, at its sole discretion, may allow Bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Bidders should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The bidder's listing of a commitment with an M/W/DSBE constitutes a representation that the Bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the Bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If bidder does not fully meet each of the range(s) for participation established for this Bid, bidder must demonstrate that it exercised Best and Good Faith Efforts to achieve the M/W/DSBE participation ranges along with a written request, on its letterhead, for the reduction of part or all of the M/W/DSBE participation ranges (“Request For Reduction/Waiver”). Bidder, through the submission of documentary evidence must show that bidder took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive; the City, at its sole discretion, may allow bidders to submit or amend their submission at any time prior to award which may result in revision to bidder’s participation commitments. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.
- Provide list of all certification directories used to solicit participation for this Bid.
- Provide any additional evidence pertinent to Bidder's conduct relating to this Bid including sufficient evidence which demonstrates to the OEO that Bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Bidder's efforts to achieve participation within the ranges, Bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

The bidder's documentary evidence will be reviewed by the OEO to determine whether bidder exercised Best and Good Faith Efforts in response to the participation ranges.

Bidder’s expressed desire to self-perform work with its own employees will not excuse bidder from exercising Best and Good Faith Efforts to include M/W/DSBEs in its bid and cannot be used as a basis for requesting a reduction or waiver of the participation ranges. OEO’s review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For

example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.

- Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the bidder's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the bid is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful bidder is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the work and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract

value (including amendments). Any change in commitment, including but not limited to, substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The Successful Bidder shall, within five (5) business days of a payment to the City deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the Successful Bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 03-12 or by reason of any contract resulting from the Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Procurement Commissioner the imposition of sanctions on the Bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Bidder's place of business and/or job site and obtain documents, such as quotations, and information from any Bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain a Bidder's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The Successful Bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least

three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The Successful Bidder agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The successful applicant's compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- Debar successful bidder from bidding on and/or participating in any future contracts for a maximum period of three (3) years.
- Withhold from the contract payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall be collected and considered not as a penalty but as liquidated damages for the successful bidder's failure to comply with the contract.

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE participants.

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:	Name of Bidder/Proposer:	Bid/RFP Opening Date:
--------------------------------------	---------------------------------	------------------------------

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

<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (If Yes, give date)	NO	
Address						
Contact Person			Quote Received	Amount Committed To		
Telephone Number Fax Number				YES ²	NO	Dollar Amount
Email Address					\$	
OEO REGISTRY # CERTIFYING AGENCY				Percent of Total Bid/RFP		
				%		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (If Yes, give date)	NO	
Address						
Contact Person			Quote Received	Amount Committed To		
Telephone Number Fax Number				YES ²	NO	Dollar Amount
Email Address					\$	
OEO REGISTRY # CERTIFYING AGENCY				Percent of Total Bid/RFP		
				%		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (If Yes, give date)	NO	
Address						
Contact Person			Quote Received	Amount Committed To		
Telephone Number Fax Number				YES ²	NO	Dollar Amount
Email Address					\$	
OEO REGISTRY # CERTIFYING AGENCY				Percent of Total Bid/RFP		
				%		

1. If the Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.

2. Attach all quotations to this form.

ATTACHMENT 5 Healthy Vending Standards

The purpose of the Healthy Vending Standards is to offer and promote healthy choices among City employees and Philadelphia residents who use City buildings. These standards apply to all beverages and snacks sold in vending machines that are 1) under a centralized contract managed by the Procurement Department and 2) located on property owned or leased by the City of Philadelphia. Respondent shall at all times comply with the provisions set forth in this Attachment 5.

Definitions

1. *Healthy beverage*: water or any other non-caloric beverage; 100% juice; or unflavored 1% or skim milk.
2. *Healthy snack*: a snack that meets all of the following criteria:
 - a. The snack contains no more than 250 calories per package.
 - b. The snack contains no more than 3 grams of saturated fat per serving.
 - c. The snack contains no more than 7 grams of total fat per serving, except that snacks containing only nuts and/or seeds may exceed 7 grams of total fat per serving.
 - d. The snack contains no more than 230 milligrams of sodium per serving.
 - e. The snack is not gum, candy, or non-baked chips.
3. *High fiber snack*: a healthy snack that contains at least 5 grams of fiber per serving.
4. *Highest selling potential*: positions at or closest to eye level.
5. *Lowest selling potential*: positions furthest from eye level.
6. *Other snack*: any snack that is not a healthy snack.
7. *Sugar-sweetened beverage*: any beverage that is not a healthy beverage and contains an added sugar-based sweetener. Examples include but are not limited to regular soda, fruit drinks, teas, flavored water, and energy drinks.

Standards

	Beverages	Snacks
Product Mix	a. At least 65% of the beverages offered per machine must be <i>healthy beverages</i> .	a. At least 65% of snacks offered per machine must be <i>healthy snacks</i> . b. At least one <i>high fiber snack</i> must be offered per machine. c. In addition to the requirements in a and b, it is strongly encouraged that as many snacks as possible comply with the recommended nutrition criteria.
Recommended Nutrition Criteria	Not applicable	a. Snacks should have no more than 18 grams of sugar per serving, except that snacks containing only fresh fruits or vegetables, dried fruits or vegetables, or packaged fruit packed in its own juice or water may exceed 18 grams of sugar per serving. b. At least five snacks in the machine should contain 10-19% of Daily Value for calcium, iron, and Vitamins A, C, and E. c. Snacks should have 0 grams of trans fat.

<p>Product Display, Placement, and Promotion</p>	<p>a. <i>Healthy beverages</i> must be placed in positions with the highest selling potential.</p> <p>b. <i>Sugar-sweetened beverages</i> must be placed in positions with the lowest selling potential.</p> <p>c. Other than beverage display or placement that conforms to the requirements in a and b, no beverage shall be specially advertised, promoted, or featured on, in, or immediately surrounding any machine unless that beverage is water or 100% juice.</p>	<p>a. <i>Healthy snacks</i> must be placed in positions with the highest selling potential.</p> <p>b. <i>Other snacks</i> must be placed in positions with the lowest selling potential.</p> <p>c. Other than snack display or placement that conforms to the requirements in a, no snack shall be specially advertised, promoted, or featured on, in, or immediately surrounding any machine unless that snack is a <i>healthy snack</i>.</p>
<p>Product Size</p>	<p>a. <i>Healthy beverages</i> may be 12 ounces or larger.</p> <p>b. <i>Sugar-sweetened beverages</i> must not be larger than 12 ounces each. Sodas no larger than 7.5 ounces each are strongly encouraged.</p> <p>c. EXCEPTION TO PRODUCT SIZE RESTRICTION: If and only if cans cannot be vended for safety reasons, <i>sugar-sweetened beverages</i> may be vended in sizes larger than those specified in b, up to but not larger than 20-ounce sizes.</p>	<p>Not applicable</p>
<p>Nutritional Labeling</p>	<p>a. Each machine must display the total calorie content for each item, as sold, clearly and conspicuously, adjacent or in close proximity so as to be clearly associated with the item.</p> <p>b. Calorie font size shall not be smaller than the name, price, or selection number of the corresponding item, whichever is smallest. The color of the font and contrasting background shall ensure that the text containing calorie information is as conspicuous as the name, price, or selection button.</p> <p>c. Unrelated Messaging: Signage containing calorie information shall not include any messaging that is</p>	<p>a. All <i>healthy snacks</i> in each machine must be clearly and conspicuously labeled by choosing one of the following two methods:</p> <ul style="list-style-type: none"> i. <i>Healthy snacks</i> shall be placed in and labeled by green spirals; <i>other snacks</i> shall be placed in and labeled by metal (uncolored) spirals; each machine shall make clear that green spirals denote <i>healthy snacks</i>; or ii. <i>Healthy snacks</i> shall be labeled by green stickers that are placed adjacent to or in close proximity to the item so as to be clearly associated with the item; each machine shall make clear that green

	<p>unrelated to calorie content or nutritional information. Though there are other valid and important messages that consumers should hear (e.g., recycling), placing unrelated messaging adjacent to or on calorie content labeling will likely lead to consumer confusion.</p>	<p>stickers denote <i>healthy snacks</i>.</p> <p>b. At least five machines total must have the capacity to electronically convey calorie information for all snacks via electronic screen. Examples include but are not limited to “Vendscreen” or “Mind Nutritional Information.”</p>
Price	<p>a. Pricing models that promote healthy choices by establishing lower prices for <i>healthy beverages</i> relative to <i>sugar-sweetened beverages</i> are strongly encouraged.</p> <p>b. The price of water must not exceed the lowest price of any <i>sugar-sweetened beverage</i>.</p>	<p>a. Pricing models that promote healthy choices by establishing lower prices for <i>healthy snacks</i> relative to <i>other snacks</i> are strongly encouraged.</p> <p>b. The price of <i>healthy snacks</i> must not exceed the highest price of <i>other snacks</i>, except with the prior written consent of the Philadelphia Department of Public Health.</p>

Modification

The City of Philadelphia reserves the right to modify these Healthy Vending Standards at any time. Any modification shall be communicated in writing to Respondent at least 14 calendar days before such modification is required to be implemented.

The City of Philadelphia reserves the right to provide nutrition standards for items sold other than beverages and snacks, including but not limited to hot and cold meals and desserts such as ice cream. Standards shall be communicated in writing to Respondent at least 50 calendar days before such standards are required to be implemented.

Attachment 6
Refrigerated Beverage Vending Machines Key Product Criteria

Energy Performance

Qualifying new and rebuilt models shall consume equal to or less energy in a 24-hr period than the values obtained from the equations*, shown below.

Tier I Requirements

New Machines — effective April 1, 2004

Rebuilt Machines — effective August 31, 2006

$$Y = 0.55 [8.66 + (0.009 \times C)]$$

Tier II Requirements

New and Rebuilt Machines — effective July 1, 2007

$$Y = 0.45 [8.66 + (0.009 \times C)]$$

Where:

Y = 24 hr energy consumption (kWh/day) after the machine has stabilized

C = vendible capacity

Example

Under Tier I, a 650-can capacity machine may consume no more than 7.9805, or 7.98 kWh/day (rounded). Under Tier II, a 650-can may consume no more than 6.5295 or 6.53 kWh/day (rounded).

*Note: The energy consumption equation is based on CAN/CSA C804-96 Energy Performance of Vending Machines (for Machine Type A).

Low Power Mode Requirement

The machine shall be capable of operating in at least one of the low power mode states described below:

1. Lighting low power state — lights off for an extended period of time.
2. Refrigeration low power state — the average beverage temperature is allowed to rise above 40°F for an extended period of time.
3. Whole machine low power state — the lights are off and the refrigeration operates in its low power state.

In addition, the machine shall be capable of returning itself back to its normal operating conditions at the conclusion of the inactivity period. The low power mode-related controls/software shall be capable of on-site adjustments by the vending operator or machine owner unless the low power controlling device is already pre-programmed when installed into the machine.

Definitions

Refrigerated Beverage Vending Machine

A self-contained system designed to accept consumer payments and dispense bottled, canned, and other sealed beverages at appropriate temperatures without on-site labor intervention.

Indoor Vending Machine

A machine intended for placement inside a building and not subjected to the effects of weathering. These machines are marked “For Indoor Use Only” in accordance with UL Standard 541 “Refrigerated Vending Machines.”

Outdoor Vending Machine

A machine intended for placement outdoors and subjected to the full effects of weathering. These machines are marked “Suitable for Outdoor Use” or “Suitable for Protected Locations” in accordance with UL Standard 541 “Refrigerated Vending Machines.”

Rebuilt Refrigerated Beverage Vending Machine

A UL Listed or Classified model that has been previously in use and subjected to various degrees of retrofitting, remanufacturing, refurbishing, repairing, or reconditioning for resale or reuse

Rebuilding Kit

A combination of components that may be installed in a previously used vending machine at a refurbishment center.

Low Power Mode

The reduced power state of a refrigerated beverage vending machine during extended periods of inactivity.

Standard Product

The standard product shall be 12 oz (355 ml) cans for machines that are capable of dispensing 12 oz (355 ml) cans. For all other machines, the standard product shall be the product specified by the manufacturer as the standard product.

Vendible Capacity

The maximum quantity of standard product that can be dispensed from one full loading of the vending machine without further reload operations when used as recommended by the manufacturer.

Attachment 7

Sales Revenue, Location/Equipment, and Usage Listings

Location/Equipment Listing

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-3704-N.E. Water Pollu	Breakroom	3895 Richmond Street	Bottle Bev	COKE	BOTTLE LOANER
COP-3704-N.E. Water Pollu	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2825-Bridesburg Rec C	Lobby	4625 Richmond Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-2825-Bridesburg Rec C	Lobby		Bottle Bev	VENDO	721
COP-2825-Bridesburg Rec C	Lobby		Bottle Bev	VENDO	721
COP-0114-Sheriff's Office	100 S.Broad Street 5th fl	100 S. Broad Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0114-Sheriff's Office	100 S.Broad Street 5th fl		Bottle Bev	COKE	BOTTLE LOANER
COP-2323-Fleet Management	100 S. Broad Street		Bottle Bev	DIXIE NARCO	CAN/B DN 276E SERIES
COP-2323-Fleet Management	100 S. Broad Street	100 S. Broad Street	Snacks	AUTOMATIC PRODUCTS	6000 SERIES
COP-0118-City Hall	1ST FLOOR RM 163	Broad & Market Sts	Snacks	AUTOMATIC PRODUCTS	111 SERIES
COP-0118-City Hall	1st Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0118-City Hall	7th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0118-City Hall	7th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0118-City Hall	1st Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0118-City Hall	1st Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0118-City Hall	7th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0118-City Hall	7th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0118-City Hall	7th Floor		Bottle Bev	COKE	BOTTLE LOANER

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-0118-City Hall	1ST FLOOR RM 163		Bottle Bev	VENDO	721
COP-0118-City Hall	1st Floor		Bottle Bev	VENDO	721
COP-0118-City Hall	7th Floor		Bottle Bev	VENDO	540
COP-0118-City Hall	7th Floor		Bottle Bev	VENDO	721
COP-0008-Tom McDonald	Room 212 City Hall		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0201-Curran Fromhold	Employee Lounge	7901 State Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0201-Curran Fromhold	Visitors Lounge		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0201-Curran Fromhold	Employee Lounge		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0201-Curran Fromhold	Employee Lounge		Bottle Bev	COKE	BOTTLE LOANER
COP-0201-Curran Fromhold	Staff Dining		Bottle Bev	COKE	BOTTLE LOANER
COP-0201-Curran Fromhold	Employee Lounge		Bottle Bev	COKE	BOTTLE LOANER
COP-0201-Curran Fromhold	Employee Lounge		Bottle Bev	COKE	BOTTLE LOANER
COP-0201-Curran Fromhold	Employee Lounge		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0201-Curran Fromhold	Visitors Lounge		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0201-Curran Fromhold	Employee Lounge		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0201-Curran Fromhold	Staff Dining		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0201-Curran Fromhold	Employee Lounge		General Merchandise	NATIONAL	431 SERIES
COP-0201-Curran Fromhold	Employee Lounge		Hot Beverage	RMI	213 SERIES
COP-0201-Curran Fromhold	Employee Lounge		Bill Changers	ROWE	BC12 SERIES
COP-0201-Curran Fromhold	Visitors Lounge		Bill Changers	ROWE	BC12 SERIES
COP-0201-Curran Fromhold	Employee Lounge		Ice Cream	UNKNOWN	ICE CREAM MISC
COP-208-Detention Center	Breakroom	8201 State Road	Bottle Bev	AUTOMATIC PRODUCTS	111 SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-208-Detention Center	Breakroom		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-208-Detention Center	Visitor's Room		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-208-Detention Center	staff dining room		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-208-Detention Center	Breakroom		Bottle Bev	COKE	BOTTLE LOANER
COP-208-Detention Center	Breakroom		Bottle Bev	COKE	BOTTLE LOANER
COP-208-Detention Center	2nd Floor Medical Area		Bottle Bev	COKE	BOTTLE LOANER
COP-208-Detention Center	2nd Floor Medical Area		Bottle Bev	COKE	BOTTLE LOANER
COP-208-Detention Center	Medical Lobby		Bottle Bev	COKE	BOTTLE LOANER
COP-208-Detention Center	Visitor's Room		Bottle Bev	COKE	BOTTLE LOANER
COP-208-Detention Center	Visitor's Room		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-208-Detention Center	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-208-Detention Center	staff dining room		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-208-Detention Center	Breakroom		General Merchandise	NATIONAL	431 SERIES
COP-208-Detention Center	Breakroom		Bill Changers	ROWE	BC12 SERIES
COP-208-Detention Center	Visitor's Room		Bill Changers	ROWE	BC12 SERIES
COP-0210-PICC Center	Visitor Breakroom	8301 State Road	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0210-PICC Center	Breakroom		Snacks	AUTOMATIC PRODUCTS	133 SNACK AP
COP-0210-PICC Center	Breakroom		Bottle Bev	COKE	BOTTLE LOANER
COP-0210-PICC Center	Breakroom		Bottle Bev	COKE	BOTTLE LOANER
COP-0210-PICC Center	Visitor Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0210-PICC Center	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0210-PICC Center	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-0210-PICC Center	Breakroom		General Merchandise	NATIONAL	431 SERIES
COP-0210-PICC Center	Breakroom		Bill Changers	ROWE	BC12 SERIES
COP-0210-PICC Center	Visitor Breakroom		Bill Changers	ROWE	BC12 SERIES
COP-0207-House of Correct	Employee Lounge	8001 State Road	Bottle Bev	AUTOMATIC PRODUCTS	111 SERIES
COP-0207-House of Correct	Maintenance Dept		Snacks	AUTOMATIC PRODUCTS	7600 SERIES
COP-0207-House of Correct	Visitor Waiting Trailer		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0207-House of Correct	Employee Lounge		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0207-House of Correct	Visitors		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0207-House of Correct	Staff Dining		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0207-House of Correct	Visitor Waiting Trailer		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0207-House of Correct	Employee Lounge		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0207-House of Correct	Visitors		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0207-House of Correct	Visitors		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0207-House of Correct	Staff Dining		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0207-House of Correct	Staff Dining		Bottle Bev	DIXIE NARCO	CAN/B DN 276E SERIES
COP-0207-House of Correct	Employee Lounge		General Merchandise	NATIONAL	431 SERIES
COP-0207-House of Correct	Visitors		Bill Changers	ROWE	BC12 SERIES
COP-0207-House of Correct	Guards		Bottle Bev	UNKNOWN	MILK MISC
COP-0207-House of Correct	Visitor Waiting Trailer		Ice Cream	UNKNOWN	MISC LOANER

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-0215-Transit House	2nd floor	600 University Avenue	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0215-Transit House	cafe		Snacks	AUTOMATIC PRODUCTS	113 SERIES
COP-0215-Transit House	basement		Bottle Bev	DIXIE NARCO	501 SERIES
COP-0215-Transit House	outside		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0215-Transit House	cafe		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0215-Transit House	cafe		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0215-Transit House	2nd floor		Snacks	NATIONAL	167 SERIES
COP-0215-Transit House	cafe		Snacks	NATIONAL	167 SERIES
COP-0215-Transit House	cafe		General Merchandise	NATIONAL	431 SERIES
COP-0215-Transit House	cafe		Bill Changers	ROWE	BC35 SERIES
COP-0215-Transit House	cafe		Ice Cream	UNKNOWN	ICE CREAM MISC
COP-0215-Transit House	2nd floor		Bottle Bev	VENDO	511 SERIES
COP-0206-Asd Modular Cent	Breakroom	8101 State Road	Snacks	AUTOMATIC PRODUCTS	122TC SERIES
COP-0206-Asd Modular Cent	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0206-Asd Modular Cent	Breakroom		General Merchandise	NATIONAL	431 SERIES
COP-0206-Asd Modular Cent	Breakroom		Bill Changers	ROWE	BC12 SERIES
COP-0205-Asd Modular Unit	MOD 3	8101 State Road	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0205-Asd Modular Unit	MOD 3		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0127A-Public Property	1st Floor	1515 Arch Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	18th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	17th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-0127A-Public Property	16th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	15th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	14th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	13th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	11th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	10th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	8th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	7th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	6th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	5th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	4th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	3rd Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	2nd Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0127A-Public Property	1st Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	1st Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	2nd Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	3rd Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	4th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	5th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	6th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	7th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	8th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	10th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	11th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	13th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	14th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	15th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	16th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0127A-Public Property	17th Floor		Bottle Bev	COKE	BOTTLE LOANER

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-0127A-Public Property	18th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0500-Criminal Justice	206 Criminal Listing	1301 Filbert street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0500-Criminal Justice	Basement Bail Bond		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0500-Criminal Justice	3rd fl Attorneys Lounge		Snacks	AUTOMATIC PRODUCTS	122TC SERIES
COP-0500-Criminal Justice	3rd fl Attorneys Lounge		Bottle Bev	DIXIE NARCO	501 SERIES
COP-0500-Criminal Justice	101 Jury Room		Bottle Bev	DIXIE NARCO	276 SERIES
COP-0500-Criminal Justice	101 Jury Room		Bottle Bev	DIXIE NARCO	CAN/B DN 276E SERIES
COP-0500-Criminal Justice	101 Jury Room		Hot Beverage	NATIONAL	677 SERIES
COP-0500-Criminal Justice	101 Jury Room		Snacks	NATIONAL	181 SERIES
COP-0500-Criminal Justice	101 Jury Room		Bill Changers	ROWE	BC1200 SERIE
COP-0500-Criminal Justice	101 Jury Room		Bottle Bev	ROYAL	GIII
COP-0500-Criminal Justice	206 Criminal Listing		Bottle Bev	ROYAL	GIII
COP-0500-Criminal Justice	Basement Bail Bond		Bottle Bev	ROYAL	GIII
COP-0500-Criminal Justice	3rd Fl Breakroom		Snacks	UNKNOWN	SNACK MISC
COP-0500-Criminal Justice	3rd Fl Breakroom		Bottle Bev	VENDO	721
COP-0500-Criminal Justice	Basement Bail Bond		Bottle Bev	VENDO	721
COP-0116-Municipal Servic	14th Floor	1401 JFK Blvd.	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0116-Municipal Servic	11th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0116-Municipal Servic	8th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0116-Municipal Servic	4th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0116-Municipal Servic	1st Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0116-Municipal Servic	16th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0116-Municipal Servic	15th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0116-Municipal Servic	13th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0116-Municipal Servic	12th Floor		Bottle Bev	COKE	BOTTLE LOANER

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-0116-Municipal Servic	10th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0116-Municipal Servic	9th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0116-Municipal Servic	6th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0116-Municipal Servic	5th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0116-Municipal Servic	3rd Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0116-Municipal Servic	2nd Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0113-Mayor's Office	18th Floor	1234 Market Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0113-Mayor's Office	15th Floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0113-Mayor's Office	18th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0113-Mayor's Office	15th Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-0113-Mayor's Office	18th Floor		Bottle Bev	VENDO	721
COP-0113-Mayor's Office	15th Floor		Bottle Bev	VENDO	721
COP-0104-Water Dept. Admi	3rd Floor Breakroom	1101 Market Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0104-Water Dept. Admi	3rd Floor Breakroom		Bottle Bev	COKE	BOTTLE LOANER
COP-0104-Water Dept. Admi	3rd Floor Breakroom		Bottle Bev	COKE	LOANER
COP - Dept Behavioral Health	7th Floor breakroom	1101 Market Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP - Dept Behavioral Health	7th Floor breakroom		Bottle Bev	DIXIE NARCO	501 SERIES
COP-0126-District Attorne	17th Floor	3 South Penn Square	Snacks	AUTOMATIC PRODUCTS	122TC SERIES
COP-0126-District Attorne	Mezzanine		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0126-District Attorne	12th Floor		Snacks	AUTOMATIC PRODUCTS	6000 SERIES
COP-0126-District Attorne	13th Floor		Snacks	AUTOMATIC PRODUCTS	6000 SERIES
COP-0126-District Attorne	14th Floor		Snacks	AUTOMATIC PRODUCTS	SNACK STUDIO 3
COP-0126-District Attorne	11th Floor		Snacks	AUTOMATIC PRODUCTS	122TC SERIES
COP-0126-District Attorne	3rd floor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0126-District Attorne	11th Floor		Bottle Bev	DIXIE NARCO	501 SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-0126-District Attorne	8th Floor		Bottle Bev	DIXIE NARCO	501 SERIES
COP-0126-District Attorne	13th Floor		Bottle Bev	DIXIE NARCO	501 SERIES
COP-0126-District Attorne	Mezzanine		Bottle Bev	DIXIE NARCO	5000 SERIES
COP-0126-District Attorne	Mezzanine		Bottle Bev	DIXIE NARCO	5591 SERIES
COP-0126-District Attorne	8th Floor		Snacks	NATIONAL	158 SERIES
COP-0126-District Attorne	3rd floor		Bottle Bev	ROYAL	GIII
COP-0126-District Attorne	6th Floor		Bottle Bev	ROYAL	GIII
COP-0126-District Attorne	17th Floor		Bottle Bev	ROYAL	RVV400
COP-0126-District Attorne	12th Floor		Bottle Bev	ROYAL	RVV400
COP-0126-District Attorne	14th Floor		Bottle Bev	ROYAL	GIII
COP-2311-5th Police Distr	Lobby	6686 Ridge Avenue	Snacks	AUTOMATIC PRODUCTS	113 SERIES
COP-2311-5th Police Distr	Lobby		Bottle Bev	COKE	BOTTLE LOANER
COP-0001-24th&25th Police	2nd Floor	3901 Whitaker	Snacks	AUTOMATIC PRODUCTS	7600 SERIES
COP-0001-24th&25th Police	2nd Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-3300-Fire Academy	Cafe	5200 Pennypack Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-3300-Fire Academy	Cafe		Bottle Bev	COKE	BOTTLE LOANER
COP-3300-Fire Academy	Cafe		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-3300-Fire Academy	Cafe		Bill Changers	ROWE	BC12 SERIES
COP-3301-Training Academy	Breakroom	8215 Torresdale Avenue	Bottle Bev	COKE	BOTTLE LOANER
COP-3301-Training Academy	Breakroom		Snacks	NATIONAL	157 SERIES
COP-3302-Police Academy	Vending Area	8501 State Road	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-3302-Police Academy	Vending Area		Bottle Bev	COKE	BOTTLE LOANER

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-3302-Police Academy	Vending Area		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0605-Baxter Filter Pl	Breakroom	9001 State Road	Snacks	AUTOMATIC PRODUCTS	113 SERIES
COP-0605-Baxter Filter Pl	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0328-Garage 175	Breakroom	State Road & Ashburner	Bottle Bev	COKE	BOTTLE LOANER
COP-0328-Garage 175	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0002-Valor Hall	Hall-Under Steps	8501 State Road	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0002-Valor Hall	Hall-Under Steps		Bottle Bev	COKE	BOTTLE LOANER
COP-0002-Valor Hall	Hall-Under Steps		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2305-Police 12th Dist	Hallway	6648 Woodland Avenue	Snacks	AUTOMATIC PRODUCTS	7600 SERIES
COP-2305-Police 12th Dist	Hallway		Bottle Bev	COKE	BOTTLE LOANER
COP-2305-Police 12th Dist	Hallway		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2812-Carousel House R	Vending Area	4600 Concourse drive	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-2812-Carousel House R	Vending Area		Bottle Bev	COKE	BOTTLE LOANER
COP-2812-Carousel House R	Vending Area		Bottle Bev	DIXIE NARCO	501 SERIES
COP-3000-W. Regional Libr	W.Regional Library		Bottle Bev	COKE	BOTTLE LOANER
COP-1103-Stenton Shelter	Lobby	1300 E. Tulpehocken St	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-1103-Stenton Shelter	Employee Breakroom		Snacks	AUTOMATIC PRODUCTS	7600 SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-1103-Stenton Shelter	Lobby		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-1103-Stenton Shelter	Employee Breakroom		Bottle Bev	ROYAL	GIII
COP-2319-Police 39th Dist	Roll Call Room	2201 Hunting Park Avenue	Bottle Bev	COKE	BOTTLE LOANER
COP-0117-Family Court	Lower Level	1801 Vine Street	Bottle Bev	AUTOMATIC PRODUCTS	111 SERIES
COP-0117-Family Court	Lower Level		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0117-Family Court	Lower Level		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0117-Family Court	Lower Level		Bottle Bev	COKE	BOTTLE LOANER
COP-0117-Family Court	Lower Level		Bottle Bev	COKE	BOTTLE LOANER
COP-0117-Family Court	Lower Level		Bottle Bev	COKE	BOTTLE LOANER
COP-0117-Family Court	Lower Level		Bottle Bev	DIXIE NARCO	501 SERIES
COP-0117-Family Court	1st floor		Bottle Bev	DIXIE NARCO	501 SERIES
COP-0117-Family Court	Lower Level		Bottle Bev	DIXIE NARCO	5800 SERIES
COP-0117-Family Court	Lower Level		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0117-Family Court	Lower Level		Hot Beverage	NATIONAL	677 SERIES
COP-0117-Family Court	Lower Level		General Merchandise	NATIONAL	432 SERIES
COP-0117-Family Court	Lower Level		Bill Changers	ROWE	BC12 SERIES
COP-0117-Family Court	1st floor		Bottle Bev	ROYAL	660
COP-0105-Fire Administrat	Breakroom	240 Spring Garden Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0105-Fire Administrat	Breakroom		Bottle Bev	COKE	BOTTLE LOANER
COP-0105-Fire Administrat	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-2315-Police 22&23 Dis	Hall	1747 N. 17th Street	Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2315-Police 22&23 Dis	Hall		Snacks	NATIONAL	147 SERIES
COP-3001-Free Library	Breakroom	1901 Vine Street	Bottle Bev	AUTOMATIC PRODUCTS	111 SERIES
COP-3001-Free Library	Breakroom		Bottle Bev	COKE	BOTTLE LOANER
COP-3001-Free Library	Breakroom		Bottle Bev	DIXIE NARCO	5800 SERIES
COP-3001-Free Library	Breakroom		Hot Beverage	NATIONAL	673 SERIES
COP-3001-Free Library	Breakroom		Snacks	NATIONAL	167 SERIES
COP-3001-Free Library	Breakroom		General Merchandise	NATIONAL	432 SERIES
COP-3001-Free Library	Breakroom		Bill Changers	ROWE	BC12 SERIES
COP-0905-Employee Health	Lobby	1901 Fairmont Avenue	Snacks	AUTOMATIC PRODUCTS	7000 SERIES
COP-0905-Employee Health	Lobby		Bottle Bev	ROYAL	GIII
COP-3004-Rodin Place (Lib	Breakroom	2000 Hamilton Street	Snacks	AUTOMATIC PRODUCTS	7600 SERIES
COP-3004-Rodin Place (Lib	Breakroom		Bottle Bev	VENDO	721
COP-0115-Inlet Cleaning	Breakroom	3201 Fox Street & Roberts	Snacks	AUTOMATIC PRODUCTS	6000 SERIES
COP-0115-Inlet Cleaning	Breakroom		Bottle Bev	COKE	BOTTLE LOANER
COP-0115-Inlet Cleaning	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0317-Fox Street Auto	Garage	3275 Fox Street	Bottle Bev	COKE	BOTTLE LOANER
COP-0317-Fox Street Auto	Garage		Snacks	NATIONAL	157 SERIES
COP-1701-Survey Unit	Breakroom	3585 Fox Street	Snacks	AUTOMATIC PRODUCTS	7000 SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-1701-Survey Unit	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2413-Queens Lane Filt	Break Area	3565 Fox Street	Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2413-Queens Lane Filt	Break Area		Snacks	NATIONAL	147 SERIES
COP-2304-Police 6th Distr	Lobby	235 N. 11th Street	Snacks	AUTOMATIC PRODUCTS	113 SERIES
COP-2304-Police 6th Distr	Lobby		Bottle Bev	COKE	BOTTLE LOANER
COP-2304-Police 6th Distr	Hall		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0133-Municipal Court	5th Floor Front Lobby	34 S. 11th Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0133-Municipal Court	4th Floor Rear		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0133-Municipal Court	5th Floor Rear		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0133-Municipal Court	5th Floor Rear		Bottle Bev	COKE	BOTTLE LOANER
COP-0133-Municipal Court	4th Floor Rear		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0133-Municipal Court	5th Floor Rear		Bottle Bev	ROYAL	GIII
COP-3900-Youth Study Cent	Lobby	3232 Henry Ave	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-3900-Youth Study Cent	Lobby		Bottle Bev	COKE	BOTTLE LOANER
COP-3900-Youth Study Cent	Lobby		Bottle Bev	DIXIE NARCO	501 SERIES
COP-2316-Police 9th Distr	Hall	400 N. 21th Street	Snacks	AUTOMATIC PRODUCTS	MISC
COP-2316-Police 9th Distr	Hall		Bottle Bev	AUTOMATIC PRODUCTS	MISC
COP-2316-Police 9th Distr	Hall		Bottle Bev	COKE	BOTTLE LOANER
COP-3702-Camria Water Dep	Break Area	29th Street & Cambria Ave	Snacks	AUTOMATIC PRODUCTS	113 SERIES
COP-3702-Camria Water Dep	Break Area		Bottle Bev	ROYAL	GIII

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-0314-N.W. Service Bld	Breakroom	301 Domino Lane	Snacks	AUTOMATIC PRODUCTS	7600 SERIES
COP-0314-N.W. Service Bld	Breakroom		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0314-N.W. Service Bld	Breakroom		Bottle Bev	ROYAL	GIII
COP-2320-Police 35th Dist	Hallway	5960 N. Broad Street	Snacks	AUTOMATIC PRODUCTS	7600 SERIES
COP-2320-Police 35th Dist	Hallway		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0600-SW Water Polluti	Thickener Building	8200 Enterprise Avenue	Snacks	AUTOMATIC PRODUCTS	7000 SERIES
COP-0600-SW Water Polluti	Admin		Bottle Bev	COKE	BOTTLE LOANER
COP-0600-SW Water Polluti	Shop Maintenance		Bottle Bev	COKE	BOTTLE LOANER
COP-0600-SW Water Polluti	Shop Maintenance		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0600-SW Water Polluti	Thickener Building		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0600-SW Water Polluti	Admin		Snacks	NATIONAL	147 SERIES
COP-0600-SW Water Polluti	Shop Maintenance		Snacks	UNKNOWN	SNACK MISC
COP-2321-Police 14th Dist	Roll Call Room	43 W. Haines Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-2321-Police 14th Dist	Roll Call Room		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-3700-Biosolids Recycl	Office	7800 Penrose Ferry Road	Snacks	NATIONAL	157 SERIES
COP-3700-Biosolids Recycl	Office		Bottle Bev	ROYAL	GIII
COP-0338-Street/Sanitatio	Break Area	3003 South 63rd	Snacks	AUTOMATIC PRODUCTS	113 SERIES
COP-0338-Street/Sanitatio	Break Area		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-0338-Street/Sanitatio	Hallway		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0003-Phila. Human Ser	9th Floor W Pantry	1601 Cherry Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0003-Phila. Human Ser	7th Floor E Pantry		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0003-Phila. Human Ser	7th Floor E Pantry		Bottle Bev	DIXIE NARCO	501 SERIES
COP-0003-Phila. Human Ser	9th Floor W Pantry		Bottle Bev	ROYAL	GIII
COP-2309-Police 16th Dist	Roll Call Room	3901 Lancaster Avenue	Bottle Bev	COKE	BOTTLE LOANER
COP-2309-Police 16th Dist	Roll Call Room		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2309-Police 16th Dist	Roll Call Room		Snacks	UNKNOWN	SNACK MISC
COP-1400-Medical Examiner	1st Floor Hall	321 University Avenue	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-1400-Medical Examiner	2nd Floor		Bottle Bev	COKE	BOTTLE LOANER
COP-1400-Medical Examiner	1st Floor Hall		Bottle Bev	COKE	BOTTLE LOANER
COP-1400-Medical Examiner	1st Floor Hall		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2310-Police 18th Dist	Hall	5510 Pine Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-2310-Police 18th Dist	Hall		Bottle Bev	COKE	BOTTLE LOANER
COP-2310-Police 18th Dist	Hall		Bottle Bev	COKE	BOTTLE LOANER
COP-2310-Police 18th Dist	Hall		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2314-Police 19th Dist	Roll Call Room	1300 N. 61st Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-2314-Police 19th Dist	Roll Call Room		Bottle Bev	COKE	BOTTLE LOANER
COP-2314-Police 19th Dist	Roll Call Room		Bottle Bev	COKE	BOTTLE LOANER
COP-2314-Police 19th Dist	Roll Call Room		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-1821-Horticulture Cen	Break Area	100 N. Horticultural Drive	Snacks	AUTOMATIC PRODUCTS	122TC SERIES
COP-1821-Horticulture Cen	Break Area		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-1700-SE Water Polluti	Admin Lunchroom	25 Pattison Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-1700-SE Water Polluti	Material Handling Hallway		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-1700-SE Water Polluti	Admin Lunchroom		Bottle Bev	ROYAL	GIII
COP-1700-SE Water Polluti	Material Handling Hallway		Bottle Bev	ROYAL	GIII
COP-2619-Disston Rec. Cen	Lobby	Disston & Glenloch	Bottle Bev	VENDO	721
COP-2823-Samuel Rec. Cent	Hallway	2501 E. Tioga Street	Bottle Bev	COKE	BOTTLE LOANER
COP-2307-Police 17th Dist	Hallway	1200 S. 20th Street	Bottle Bev	COKE	BOTTLE LOANER
COP-2307-Police 17th Dist	Hallway		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2308-Police 1st Distr	Roll Call Room	2301 S. 24th Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-2308-Police 1st Distr	Roll Call Room		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2308-Police 1st Distr	Roll Call Room		Bottle Bev	DIXIE NARCO	501 SERIES
COP-2308-Police 1st Distr	Roll Call Room		Bottle Bev	ROYAL	650
COP-0010-South Detectives	Breakroom 2nd Floor	2301 South 24th Street	Snacks	AUTOMATIC PRODUCTS	6000 SERIES
COP-0010-South Detectives	Breakroom 2nd Floor		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2303-Police 3rd/4th D	Hallway	1301 S. 11th Street	Snacks	AUTOMATIC PRODUCTS	123TC SER

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-2303-Police 3rd/4th D	Hallway		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2303-Police 3rd/4th D	Hallway		Bottle Bev	ROYAL	660
COP-2303-Police 3rd/4th D	Hallway		Bottle Bev	ROYAL	660
COP-0304-Collision Shop	Hallway	11th & Reed Street	Snacks	AUTOMATIC PRODUCTS	7000 SERIES
COP-0304-Collision Shop	Hallway		Bottle Bev	ROYAL	GIII
COP-0901-HC Admin Bldg.	Vend Area Lobby	500 S. Broad Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0901-HC Admin Bldg.	Vend Area Lobby		Bottle Bev	COKE	BOTTLE LOANER
COP-0901-HC Admin Bldg.	Vend Area Lobby		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2808-Anderson, Marian	Hallway	740 S. 17th Street	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-2808-Anderson, Marian	Hallway		Bottle Bev	COKE	BOTTLE LOANER
COP-2808-Anderson, Marian	Hallway		Bottle Bev	COKE	BOTTLE LOANER
COP-2302-Police 26th Dist	Lobby	611-17 E. Girard Avenue	Snacks	AUTOMATIC PRODUCTS	113 SERIES
COP-2302-Police 26th Dist	Lobby		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0124-Central Lab Serv	Breakroom	1500 E. Hunting Park Avenue	Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0124-Central Lab Serv	Breakroom		Snacks	UNKNOWN	SNACK MISC
COP-0005-MIS Trailer	MIS Trailer	8001 State Road	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0005-MIS Trailer	MIS Trailer		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-3611-Police Warehouse	Kitchen	660 E. Erie Avenue	Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-3611-Police Warehouse	Kitchen		Snacks	UNKNOWN	SNACK MISC
COP-0332-Traffic Shop	Breakroom	4500 G Street	Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0332-Traffic Shop	Breakroom		Snacks	UNKNOWN	SNACK MISC
COP-2300-8th Police Distr	Lobby	10175 Academy Road	Snacks	AUTOMATIC PRODUCTS	113 SERIES
COP-2300-8th Police Distr	Lobby		Bottle Bev	COKE	BOTTLE LOANER
COP-2300-8th Police Distr	Lobby		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0134-Fleet Shop	Basement	100 E. Hunting Park Avenue	Bottle Bev	AUTOMATIC PRODUCTS	111 SERIES
COP-0134-Fleet Shop	Basement		Snacks	AUTOMATIC PRODUCTS	7000 SERIES
COP-0134-Fleet Shop	Basement		Bottle Bev	COKE	BOTTLE LOANER
COP-0134-Fleet Shop	Basement		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2301-7th Police Distr	Hallway	9800 bustleton Avenue	Snacks	AUTOMATIC PRODUCTS	7600 SERIES
COP-2301-7th Police Distr	Hallway		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-2317-Police 2nd & 15th	Hallway	2831 Levick Street	Snacks	AUTOMATIC PRODUCTS	6000 SERIES
COP-2317-Police 2nd & 15th	Hallway		Bottle Bev	COKE	BOTTLE LOANER
COP-2317-Police 2nd & 15th	Hallway		Bottle Bev	COKE	BOTTLE LOANER
COP-2317-Police 2nd & 15th	Hallway		Bottle Bev	COKE	BOTTLE LOANER
COP-2317-Police 2nd & 15th	Hallway		Bottle Bev	COKE	BOTTLE LOANER
COP-2317-Police 2nd & 15th	Hallway		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0007-Sayre Recreation	Lobby	5831 Spruce Street	Snacks	AUTOMATIC PRODUCTS	113 SERIES
COP-0007-Sayre Recreation	Lobby		Bottle Bev	VENDO	721

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-2322-Narcotic Unit	Building 110 Lobby	5301 Tacony Street	Snacks	AUTOMATIC PRODUCTS	7000 SERIES
COP-2322-Narcotic Unit	Building 110 Lobby		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0009-Human Relations	3rd Fl Curtis Center	601 Walnut St	Snacks	AUTOMATIC PRODUCTS	6000 SERIES
COP-0009-Human Relations	3rd Fl Curtis Center		Bottle Bev	DIXIE NARCO	CAN/B DN 276E SERIES
COP - Office of Prop Assess	3rd Floor	601 Walnut St	Snacks	AUTOMATIC PRODUCTS	
COP - Office of Prop Assess	3rd Floor		Bottle Bev	DIXIE NARCO	CAN/B DN 276E SERIES
COP - Office of Prop Assess	3rd Floor		Bottle Bev	ROYAL	GIII
COP-0006-Car Barn	Fleet Maint Garage	1848 N.of Montgomery & Kelly	Bottle Bev	ROYAL	GIII
COP-0011-Womens Detentio	Staff Dining	8151 State Road	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0011-Womens Detentio	Visitor		Snacks	AUTOMATIC PRODUCTS	123TC SER
COP-0011-Womens Detentio	Visitor		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0011-Womens Detentio	Roll Call		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0011-Womens Detentio	Staff Dining		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP-0011-Womens Detentio	Roll Call		General Merchandise	NATIONAL	431 SERIES
COP-0011-Womens Detentio	Visitor		Bill Changers	ROWE	BC12 SERIES
COP- Accident Investig	Breakroom	26th & Masters Streets	Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP-Pol Admin Round House	1st fl cafe	7th & Race Streets	General Merchandise	AUTOMATIC PRODUCTS	MISC
COP-Pol Admin Round House	1st fl cafe		Bottle Bev	DIXIE NARCO	501 SERIES
COP-Pol Admin Round House	2nd fl		Bottle Bev	DIXIE NARCO	501 SERIES
COP-Pol Admin Round House	Basement		Bottle Bev	DIXIE NARCO	501 SERIES
COP-Pol Admin Round House	1st fl cafe		Snacks	NATIONAL	167 SERIES
COP-Pol Admin Round House	2nd fl		Snacks	NATIONAL	167 SERIES
COP-Pol Admin Round House	2nd fl		Snacks	NATIONAL	167 SERIES
COP-Pol Admin Round House	2nd fl		General Merchandise	NATIONAL	432 SERIES
COP-Pol Admin Round House	2nd fl		Bill Changers	ROWE	BC12 SERIES
COP-Pol Admin Round House	1st fl cafe		Bottle Bev	UNKNOWN	MILK MISC
COP-Pol Admin Round House	1st fl cafe		General Merchandise	UNKNOWN	ICE CREAM MISC
COP- - Fire Dept. Wareho	Breakroom	115 W. Luzerne Street	Snacks	AUTOMATIC PRODUCTS	113 SERIES
COP- - Fire Dept. Wareho	Breakroom		Bottle Bev	ROYAL	GIII
COP - ASD Cambria	Visitor Area	17th & Cambria	Snacks	AUTOMATIC PRODUCTS	123TC SER
COP - ASD Cambria	Visitor Area		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP - ASD Cambria	Visitor Area		Bottle Bev	DIXIE NARCO	CAN/B DN 501E SERIES
COP - Phila Airport	Terminal E - Hall Pantry	8000 Essington Ave	Bottle Bev	DIXIE NARCO	5800 SERIES
COP - Phila Airport	Terminal E - Rear Pantry		Bottle Bev	DIXIE NARCO	276 SERIES
COP - Phila Airport	Terminal E - Rear Pantry		Snacks	NATIONAL	167 SERIES

Account Name	Location Name	Address	Dispense Type	Manufacturer	Model
COP - Phila Airport	Terminal E - Hall Pantry		Snacks	NATIONAL	168 SERIES
COP - Phila Airport	Terminal E - Hall Pantry		General Merchandise	NATIONAL	431 SERIES
COP - Phila Airport	Terminal E - Hall Pantry		Bill Changers	ROWE	BC1200 SERIE
COP-Airport	1234 warehouse	8401 Executive Ave	Snacks	AUTOMATIC PRODUCTS	122TC SERIES
COP-Airport	1234 warehouse		Bottle Bev	DIXIE NARCO	501 SERIES
COP Streets Dept Training	Breakroom	8401 State Road	Snacks	AUTOMATIC PRODUCTS	
COP Streets Dept Training	Breakroom		Bottle Bev	DIXIE NARCO	
COP Streets Dept Training	Breakroom		General Merchandise		

City of Philadelphia 2012
Sales and Comission
January 2012-December 2012

Location	Sales	Commission
COP-3704-N.E. Water Pollu	\$ 6,303.81	\$ 2,092.98
COP-2825-Bridesburg Rec C	\$ 29,367.47	\$ 9,750.10
COP-0114-Sheriff's Office	\$ 2,159.25	\$ 716.89
COP-2323-Fleet Management	\$ 1,334.53	\$ 443.11
COP-0118-City Hall	\$ 42,001.64	\$ 13,944.89
COP-0201-Curran Fromhold	\$ 187,421.98	\$ 52,064.86
COP-208-Detention Center	\$ 94,801.50	\$ 26,399.56
COP-0210-PICC Center	\$ 67,243.38	\$ 20,554.22
COP-0207-House of Correct	\$ 85,398.12	\$ 22,427.68
COP-0215-Transit House	\$ 89,621.60	\$ 25,838.31
COP-0206-Asd Modular Cent	\$ 13,755.54	\$ 4,396.54
COP-0205-Asd Modular Unit	\$ 3,738.39	\$ 1,241.21
COP-0127A-Public Property	\$ 108,969.30	\$ 36,175.93
COP-0500-Criminal Justice	\$ 71,033.20	\$ 23,480.36
COP-0116-Municipal Servic	\$ 44,830.00	\$ 14,883.86
COP-0113-Mayor's Office	\$ 8,498.09	\$ 2,821.48
COP-0104-Water Dept. Admi	\$ 5,669.65	\$ 1,882.40
COP-0126-District Attorne	\$ 32,933.36	\$ 10,934.67
COP-2311-5th Police Distr	\$ 3,240.95	\$ 1,076.04
COP-0001-24th&25th Police	\$ 4,399.85	\$ 1,460.78
COP-3300-Fire Academy	\$ 10,543.80	\$ 3,500.61
COP-3301-Training Academy	\$ 7,064.20	\$ 2,345.39
COP-3302-Police Academy	\$ 12,937.83	\$ 4,295.45
COP-0605-Baxter Filter Pl	\$ 2,214.16	\$ 735.21
COP-0328-Garage 175	\$ 471.50	\$ 156.56
COP-0002-Valor Hall	\$ 1,863.98	\$ 618.86
COP-2305-Police 12th Dist	\$ 9,061.17	\$ 3,008.33
COP-2812-Carousel House R	\$ 7,656.25	\$ 2,541.92
COP-3000-W. Regional Libr	\$ 384.00	\$ 127.48
COP-1103-Stenton Shelter	\$ 13,616.87	\$ 4,521.06
COP-0117-Family Court	\$ 44,407.57	\$ 13,952.74
COP-0105-Fire Administrat	\$ 10,361.99	\$ 3,440.26
COP-2315-Police 22&23 Dis	\$ 9,394.20	\$ 3,118.98
COP-3001-Free Library	\$ 21,950.28	\$ 5,472.63
COP-0905-Employee Health	\$ 2,685.83	\$ 891.71
COP-3004-Rodin Place (Lib	\$ 547.82	\$ 198.75
COP-0115-Inlet Cleaning	\$ 9,350.09	\$ 3,104.30
COP-0317-Fox Street Auto	\$ 3,529.70	\$ 1,171.92
COP-1701-Survey Unit	\$ 2,482.89	\$ 824.38
COP-2413-Queens Lane Filt	\$ 2,395.23	\$ 795.27
COP-2304-Police 6th Distr	\$ 10,124.92	\$ 3,361.55

Location	Sales	Commission
COP-0133-Municipal Court	\$ 4,485.37	\$ 1,489.24
COP-3900-Youth Study Cent	\$ 32,025.23	\$ 10,632.50
COP-2316-Police 9th Distr	\$ 9,643.37	\$ 3,201.70
COP-3702-Camria Water Dep	\$ 13,581.72	\$ 4,509.21
COP-0314-N.W. Service Bld	\$ 1,332.17	\$ 442.33
COP-2320-Police 35th Dist	\$ 2,641.57	\$ 877.04
COP-0600-SW Water Polluti	\$ 8,473.40	\$ 2,813.25
COP-2321-Police 14th Dist	\$ 7,870.87	\$ 2,613.19
COP-3700-Biosolids Recycl	\$ 310.78	\$ 103.20
COP-0338-Street/Sanitatio	\$ 9,228.99	\$ 3,064.07
COP-0003-Phila. Human Ser	\$ 8,148.65	\$ 2,704.00
COP-2309-Police 16th Dist	\$ 7,495.37	\$ 2,488.55
COP-1400-Medical Examiner	\$ 6,015.64	\$ 1,997.25
COP-2310-Police 18th Dist	\$ 13,815.43	\$ 4,586.85
COP-2314-Police 19th Dist	\$ 15,671.04	\$ 5,202.80
COP-1821-Horticulture Cen	\$ 2,244.84	\$ 505.27
COP-1700-SE Water Polluti	\$ 5,929.42	\$ 1,968.80
COP-2619-Disston Rec. Cen	\$ 2,350.21	\$ 780.31
COP-2307-Police 17th Dist	\$ 3,152.45	\$ 1,046.66
COP-2308-Police 1st Distr	\$ 9,134.15	\$ 3,032.60
COP-2303-Police 3rd/4th D	\$ 10,052.33	\$ 3,337.42
COP-0304-Collision Shop	\$ 1,579.30	\$ 524.41
COP-0901-HC Admin Bldg.	\$ 9,681.52	\$ 3,214.26
COP-2808-Anderson, Marian	\$ 13,591.20	\$ 4,512.28
COP-2302-Police 26th Dist	\$ 4,516.57	\$ 1,499.54
COP-0124-Central Lab Serv	\$ 3,398.68	\$ 1,128.49
COP-0005-MIS Trailer	\$ 4,835.14	\$ 1,605.32
COP-3611-Police Warehouse	\$ 2,615.59	\$ 868.48
COP-0332-Traffic Shop	\$ 1,845.87	\$ 612.90
COP-2300-8th Police Distr	\$ 2,876.96	\$ 955.24
COP-0134-Fleet Shop	\$ 4,305.10	\$ 1,429.41
COP-2301-7th Police Distr	\$ 4,150.89	\$ 1,511.00
COP-2317-Police 2nd & 15t	\$ 18,172.75	\$ 6,033.37
COP-0007-Sayre Recreation	\$ 5,183.21	\$ 1,720.91
COP-2322-Narcotic Unit	\$ 2,118.22	\$ 703.28
COP-0009-Human Relations	\$ 2,307.53	\$ 590.05
COP-0008-Tom McDonald	\$ 1,447.90	\$ 480.73
COP-0006-Car Barn	\$ 574.74	\$ 190.85
COP-0010-South Detectives	\$ 2,473.35	\$ 821.24
COP-0011-Womens Detentio	\$ 38,026.66	\$ 12,157.35
COP- Accident Investig	\$ 594.22	\$ 197.32
COP-Pol Admin Round House	\$ 32,575.53	\$ 8,314.11
COP- - Fire Dept. Wareho	\$ 1,155.47	\$ 383.65
COP - ASD Cambria	\$ 8,151.10	\$ 2,706.25

Location	Sales	Commission
COP - Phila Airport	\$ 13,425.96	\$ 4,113.39
COP-Airport	\$ 2,999.68	\$ 954.14
COP-Dept of Behave Health	\$ 3,437.81	\$ 1,989.44
TOTAL	\$ 1,445,409.84	\$ 447,382.88

Attachment 8
CITY OF PHILADELPHIA TAX AND REGULATORY
STATUS AND CLEARANCE STATEMENT
FOR APPLICANTS

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant’s proposal in order for Applicant to be eligible for award of a concession agreement with the City. Failure to return this form will disqualify Applicant’s proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state “none”)*	
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state “none”)*	

___ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

___ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City’s tax and other regulatory requirements.

 Authorized Signature

 Date

 Print Name and Title

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City’s Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on “Register” or “Register Now” to register your business.