

**City of Philadelphia
Procurement Department**

**Addendum No. 1
Concession Bid # C-105-08
Bid Opening Date: Sept 25, 2008**

Dated: Sept 17, 2008

NOTICE

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

PROPOSAL FOR

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

BID # C-105-08

IS AMENDED AS FOLLOWS

To All Potential Bidders:

On Sept 16, 2008, the Procurement Department, City of Philadelphia, conducted a Pre-Bid Meeting pursuant to Bid # C-105-08. The purpose of this addendum is to incorporate the questions and answers from the Pre-Bid Meeting, and make correction to the bid Specification.

- I. Bid Section: Attachment "A", Concession Agreement, Paragraph 11B, Page #26
- II. Replace Page #26, with the corrected attached page.

III. Answers to Questions as Follows:

1Q. Are bidders able to submit higher prices in lieu of the suggested prices, or are bidders obligated to submit their bids in accordance with the price schedule?

A. Bidders shall submit their bids pursuant to the suggested price list for all product items, per the bid suggested price list in Section #3.4, page #13. Once accepted by the City, any and all requests for adjustments are subject to prior approval by the City.

2Q. Locations that are open 24 hours a day seven days a week, can they be serviced at any time during the day/night?

A. Yes. It is the responsibility of the successful bidder to insure that all facilities have a continuous supply of fresh vending machine products. Successful bidder shall be required to coordinate with department location representative and establish a mutually agreed time schedule for service.

3Q. Will there be a contact person at each City vending location?

A. Yes. The City currently has a representative contact person at each department location. A listing of all representative information and locations will be given to the successful bidder upon award.

4Q. Can location site visits be arranged prior to the bid opening?

A. Yes. Arrangements have been made for such site visits with the following department location contacts:

(1) Barbara Wolfe, Main Library Building, 19th & Vine Street, (215) 686-5332.

(2) Joanne Thomas, Water Department, ARA Tower, 11th & Market Streets, (215) 685-6156.

(3) Daniel Rakowski, Phila Prisons, 8201 State Rd. (215) 685-8873

5Q. The Airport and Police Administration Building are not included in the Attachment D Location and Equipment Listing. Will they be a part of the contract?

A. Yes. The Concession Bid for the Operation & Management of Vending Machine Program is a City of Philadelphia contract, to

include, but not limited to provide vending machine services at various facilities within the City.

6Q. Pursuant to the Airport facility, will there be need for security identification badges, if so what is the cost and frequency of purchase.

A. Yes, the successful bidder will be required to purchase and maintain Airport security identification badges for all employees servicing the vending machines. The cost is \$30 per badge, and the badges are renewable on an annual basis. In addition The successful bidder will be responsible for attending the Security Identification Display Area (SIDA) briefing, and passing the Air Operations Area Driver's test (AOA) for all employees.

7Q. The facility location at the Airport is in which building, and will there be potential for other Airport facilities to be included during the contract period?

A. The Philadelphia International Airport D/E Expansion Administration Area, Terminal E. There is no potential for additional buildings to be added to this contract during the contract period.

8Q. Is the Airport facility subject to the provisions of Commission of the Blind?

A. No.

9Q. The contract term is for one (1) year, can another year be added as an option?

A. The contract term is for one (1) year, with the option to renew at the sole discretion of the City for three (3) additional one (1) year periods.

10Q. Are Fresh Food items subject to price negotiations prior to the bid being awarded?

A. Bids will be received in the form of an offer, to pay a specific percentage of Gross Revenue. Since this is not a Request For Proposal (RFP), no negotiations of any kind will be permitted prior to the awarding of the bid. Prices for all items are as the suggested prices listed in the bid, also see answer to question number one above.

(B) Performance Bond

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

(C) Fidelity Bond.

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

12. Indemnification of City.

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

13. Entry on Vending Premises by the City.

The City may enter the Vending Premises at all times, for any purpose, including,

but not limited to:

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

**ADDENDUM NO. 1
ACKNOWLEDGEMENT OF RECEIPT
SEPT 17, 2008**

**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT**

**CONCESSION BID FOR THE OPERATION AND MANAGEMENT OF VENDING
MACHINE PROGRAM
BID NO. C-105-08**

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

Name of Company

Address

Telephone/Fax

Signature/Title

PLEASE RETURN THIS SHEET VIA FAX TO:

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