

**CITY OF PHILADELPHIA
MINORITY BUSINESS ENTERPRISE COUNCIL
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED
BUSINESS ENTERPRISES**

**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS¹
FOR BIDS TO BE AWARDED BY THE PROCUREMENT DEPARTMENT
(BIDS)**

Under the authority of Executive Order No. 02-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. 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 antidiscrimination policy is applicable to this Invitation and Bid.

The Minority Business Enterprise Council (MBEC) has approved projected ranges of participation for this Invitation and Bid which serve as a guide in determining each bidder's responsibility. These ranges represent the percentage of MBE, WBE 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. 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. Please review these forms carefully as 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 the MBEC 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. Section 4904 relating to unsworn falsification to authorities.

1. Only firms that are certified by the MBEC at the time of bid opening will be credited toward the participation ranges on City contracts. A list of currently certified firms is maintained by the MBEC and is available online at www.phila.gov/mbec/directory or in printed form at the MBEC offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid Specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining

¹ These Instructions, Forms and Special Contract Provisions relating to Mayoral Executive Order 02-05 are issued by the Office of The Minority Business Enterprise Council on an interim basis.

Anti-Discrimination Policy

whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected.

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 Invitation and 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 certified by the MBEC prior to bid opening;
- 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 bidding, planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5 M/W/DSBE subcontractors must perform at least fifty percent (50%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6 For the purpose of applying the participation ranges on Public Works projects that include add or deduct alternates, commitments listed by bidders on the Solicitation for Participation and Commitment Form should be based upon the base bid. In the event the City elects to award any add or deduct alternates, the City reserves the right to require the apparent lowest responsible bidder to amend its Solicitation for Participation and Commitment Form, to ensure the bidder's continuing responsibility.

7 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. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The MBEC reserves the right to request clarifying information from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

A. RESPONSIVENESS

1. Any bid that the MBEC determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that

Anti-Discrimination Policy

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. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the MBEC that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of MBEC Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the MBEC will result in rejection of the bid as nonresponsive.

2. Bidders must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Invitation and 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 prior to bid opening shall be submitted, concurrently with the bid, on the enclosed document entitled "Solicitation For Participation and Commitment Form". A bidder should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Invitation and 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. The bidder's listing of a commitment with a 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 should submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at the Office of the MBEC, 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 Invitation and Bid, bidder must request a reduction of participation, indicating the level of M/W/DSBE participation that has been achieved by bidder and explaining what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. MBEC 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 although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.

Anti-Discrimination Policy

- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.
- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.
- Provide any additional evidence pertinent to bidder's conduct relating to this bid including sufficient evidence which demonstrates to the MBEC 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).

a. The bidder's documentary evidence will be reviewed by the MBEC to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The MBEC 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. MBEC will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote as others who were solicited by bidder. The MBEC 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 in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.
- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. MBEC will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. MBEC will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract, prompt payment practices or bonding assistance.

4. After review of the bidder's submission and other information the MBEC deems relevant to its evaluation, the MBEC will make a written determination that will be forwarded to the Procurement Commissioner or his/her designee (the "Commissioner").

a. If the apparent low bidder's bid is determined nonresponsive by the MBEC, the bidder will be notified and may file a written appeal with the MBEC within forty-eight (48) hours of the date of notification. The decision of the MBEC may be appealed in writing within forty-eight (48) hours of the date of the MBEC's decision to the Director of Finance or his/her designee whose decision shall be final.

Anti-Discrimination Policy

B. 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. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and 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 MBEC.

2. The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, 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. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] 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 Invitation and 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 02-05 or by reason of any contract resulting from the Invitation and 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 MBEC determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the MBEC may recommend to the Director of Finance 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 MBEC shall have the right to make site visits to the bidder's place of business and/or job site and obtain documents and information from any bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain bidder's responsiveness and responsibility.

2. Failure to cooperate with the MBEC in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

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 MBEC and/or other appropriate City officials. The successful bidder agrees to submit reports and other documentation to the MBEC as deemed necessary by the MBEC to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

Anti-Discrimination Policy

1. The successful bidder's compliance with the requirements of Executive Order 02-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

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 Invitation and Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BID) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprise:</i>				DEPARTMENT OF FINANCE MINORITY BUSINESS ENTERPRISE COUNCIL (MBEC)						
BID# AND TITLE -		Name of Bidder		Bid Submission Date						
List below ALL MBE/WBE/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	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date) NO		If No Commitment	
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number		Fax #			YES	NO	Dollar Amount			
MBEC CERTIFICATION #							\$			
						Percent of Total Bid				
						%				
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date) NO		If No Commitment	
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number		Fax #			YES	NO	Dollar Amount			
MBEC CERTIFICATION #							\$			
						Percent of Total Bid				
						%				
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date) NO		If No Commitment	
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number		Fax #			YES	NO	Dollar Amount			
MBEC CERTIFICATION #							\$			
						Percent of Total Bid				
						%				
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)
Company Name					By Phone By Mail		Yes (If Yes, give date) NO		If No Commitment	
Address										
Contact Person					Quote Received		Amount Committed To			
Telephone Number		Fax #			YES	NO	Dollar Amount			
MBEC CERTIFICATION #							\$			
						Percent of Total Bid				
						%				

Rev. (12/2005) JAS

¹ MBE/WBE/DSBEs listed above must be certified by the MBEC prior to proposal submission date.

² Failure to give reason may result in rejection of your bid. Use additional pages if necessary.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 2 54
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: SUMMER LUNCH AND AFTER SCHOOL SNACK PROGRAMS**

1.1 **SCHEDULE NO. 579**

1.2 **CONTRACT TERM: 6/23/2008 to 6/05/2009
(SUMMER LUNCH PROGRAM 6/23/2008 – 8/29/2008)
(AFTER SCHOOL SNACK PROGRAM 10/01/2008 – 6/05/2009)**

With an option to renew for up to three (3) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

1.3.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the “Renewal Notice”) notifying the Contractor that the Contract is renewed for the Additional Performance Period (identified by commencement and expiration dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Additional Performance Period, as of the effective date indicated on the City’s Renewal Notice as issued, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.

1.3.2 If an individual Performance Bond and/or Payment Bond required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 1.3.2, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 3 54
		FIRM NAME (Must be filled in)	

1.4 CONTRACT TYPE: REQUIREMENTS

1.4.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed. Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

1.4.2 It is the intent of the Procurement Department to make an award for the period as stated above subject to the appropriation of funds in succeeding fiscal year/years by City Council. The City's fiscal year is from July 1st to June 30th inclusive.

Commodities or services on the bid to be ordered after the end of the fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the award involving following fiscal years' funds until such orders are issued.

The successful bidder(s) obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful vendor will be required to furnish a Performance Bond or Performance Security Fee to cover units awarded to him.

1.5 METHODOLOGY OF ACQUISITION: Purchase only.

1.6 STATEMENT OF DIRECTION:

The City of Philadelphia intends to purchase preparation, packaging and delivery of an average 46,800 breakfasts, lunches and snacks per day to approximately 500 to 700 sites within the City of Philadelphia, Monday through Friday, during the Summer Lunch Program and an average of 17,500 snacks per week to approximately 142 sites within the City of Philadelphia, Monday through Friday during the After School Snack Program.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 4 54
		FIRM NAME (Must be filled in)	

1.7 BID SECURITY:

For the purposes of this bid only, Paragraph 2 of the Terms and Conditions of Bidding and Contract is deleted. Instead, all bidders must submit with their bid a bid bond executed on the City's forms (ATTACHMENT D) in an amount of 10% of the total amount of the bid. A bid which is not accompanied by this required security will be rejected.

The bond must be from one of the companies listed in the most recent issue of the U.S. DEPARTMENT OF TREASURY CIRCULAR 570.

1.8 BID INFORMATION:

1.8.1 All information concerning this bid will be contained in the bid document as issued and amended.

1.8.2 Information provided verbally by any City official shall not be considered binding or relevant.

1.9 BID SUBMISSION:

1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date stated for bid opening.

1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.

1.9.3 Bid shall be complete and include all information required, as described in the various portions of the bid specifications; including but not limited to, 1.7, 1.13.3.b., 6.a., 1.13.4, 1.14, 2.6.2.2.

1.9.4 All pricing must be completed on the forms provided, be complete, and be in ink or typed.

1.9.5 Bid must be complete as to required bid signatures and corporate seal and must fully accept the terms and conditions contained in this bid. A bid submitted with counter terms and conditions may be disqualified.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 5 54
		FIRM NAME (Must be filled in)	

1.9.6 **BID PROCESSING FEE:**

All bids submitted where the bid total is greater than \$25,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the “Terms and Conditions of Bidding and Contract.”

1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Minority Business Enterprise Council Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

If no M-BE, W-BE or DS-BE ranges are established for this Invitation and Bid, bidders are requested to complete the “Voluntary Participation and Commitment Form (Bid)” located after page 1 of the bid.

Completion of this form will not, in any way, impact the City’s determination concerning bidder’s responsiveness to the requirements of the bid and the award process. The information provided in the “Voluntary Participation and Commitment Form (Bid)” will be for the City’s information.

In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor’s LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime’s LBE certification number or the subcontractor’s name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

Further, by submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 6 54
		FIRM NAME (Must be filled in)	

“I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry.”

Prime or subcontractor’s LBE Certification Number _____

If applicable:

Subcontractor’s Name _____

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application.

1.9.9 BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department’s Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than three (3) business days after the scheduled Mandatory Pre-Bid Meeting referenced in Paragraph 1.10.1 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City’s best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications.

Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions.

The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 7 54
		FIRM NAME (Must be filled in)	

1.9.9 **CONTACT PERSON(S):**

PRE-AWARD:

Indicate below to whom in your firm questions concerning this Invitation and Bid should be directed:

Name: _____

Address: _____

Telephone Number: _____ Extension Number: _____

Fax Number: _____

E-Mail Address: _____

POST-AWARD:

Indicate below to whom in your firm questions concerning the contract resulting from this Invitation and Bid should be directed:

Name: _____

Address: _____

Telephone Number: _____ Extension Number: _____

Fax Number: _____

E-Mail Address: _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 8 54
		FIRM NAME (Must be filled in)	

1.10 **PRE-BID MEETING - MANDATORY:**

- 1.10.1 A **Mandatory Pre-Bid Meeting** will be held for all interested parties on _____ at _____ in the Bid Room, Room 170A, Municipal Services Building, 15th & J.F.K. Boulevard, Philadelphia, PA 19102-1685. The purpose of the meeting is to entertain questions that prospective bidder may have. Bidders are encouraged to submit questions in writing at the time of the Pre-Bid Meeting. Oral responses at the Pre-Bid Meeting and other oral communications concerning this solicitation shall not be binding upon the City. The City will issue written responses to questions that materially impact upon the bid documents in the form of a written addendum.
- 1.10.2 Attendance at this meeting is **Mandatory**. Bids will not be accepted from bidders who do not attend this meeting.

"IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. VENDORS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED, MAY BE DENIED ENTRY TO THE MEETING."

1.11 **PRE-AWARD MEETING - MANDATORY:**

- 1.11.1 A mandatory pre-award meeting will be held after opening and prior to award with the apparent low bidder who meets specifications. This meeting will be held to determine if the potential awardee possesses the necessary equipment, trucks, assembly location and overall capacity to successfully and satisfactorily complete the contract.
- 1.11.2 The City reserves the right to receive and taste test at least two (2) days worth of menus. Food will be packaged in the manner in which it will be delivered.

1.12 **PRE-AWARD SURVEY:**

The award will be subject to the availability of City, State and Federal funds, and to the City's pre-award survey of vendor's facilities to determine capability of the vendor to perform the contract.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 9 54
		FIRM NAME (Must be filled in)	

1.13 **CONDITIONS OF BIDDING:**

1.13.1 **Program Compliance:**

The sponsor (City of Philadelphia) and the Food Service Management Company agree to operate under this contract in compliance with current Summer Food Service Program regulations.

The contract shall expressly and without exception provide that:

- a) The sponsor shall provide to the food service management company, a list of State agency approved food service delivery sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site and shall notify the food service management company of all sites which have been approved, canceled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal services for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract.
- b) The food service management company shall maintain such records (supported by invoices, receipts, or other evidence) as the sponsor will need to meet its responsibilities under this part, and shall report to the sponsor promptly at the end of each month, at a minimum.
- c) The food service management company shall have State and local health certification for the facility in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times.

In addition, the food service management company shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. These levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other food service establishments in the locality. Results of the inspections shall be submitted to the sponsor and to the State agency.

- d) The meals served under the contract shall conform to the cycle

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 10 54
		FIRM NAME (Must be filled in)	

menus and meal quality standards and food specifications approved by the State agency and upon which the bid was based. Breakfasts, lunches and snacks must be prepared and assembled not more than 24 hours prior to delivery.

- e) The books and records of the food service management company pertaining to the sponsor's food service operation shall be available for inspection and audit by representatives of the State agency, the Department, and the U.S. General Accounting Office at any reasonable time and place for a period of 3 years from the date of receipt of final payment under the contract.
- f) The sponsor and the food service management company shall operate in accordance with current Program regulations.
- g) The food service management company shall be paid by the sponsor for all meals delivered in accordance with the contract and this part. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the sponsor that are eligible for reimbursement.
- h) Meals shall be delivered in accordance with a delivery schedule prescribed in the contract.
- i) Increases and decreases in the number of meals ordered shall be made by the sponsor, as needed, within twenty-four (24) hours notice.
- j) All meals served under the Program shall meet the requirements of P225.20 of the Federal Register.
- k) In cases of non-performance or non-compliance on the part of the food service management company, the company shall pay the sponsor for any excess costs the sponsor incurs by obtaining meals from another source.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 11 54
		FIRM NAME (Must be filled in)	

1.13.2 **Equal Opportunity**

During the performance of this contract, the Food Service Management Company agrees as follows:

- a. The Food Service Management Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or handicap.

The Food Service Management Company will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, color, religion, sex, age, national origin or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Food Service Management Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

- b. The Food Service Management Company will, in all solicitations or advertisements for employees placed by or on behalf of the Food Service Management Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap.
- c. The Food Service Management Company will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Food Service Management Company's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Food Service Management Company will comply with all

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 12 54
		FIRM NAME (Must be filled in)	

provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

- e. The Food Service Management Company will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Food Service Management Company's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Food Service Management Company may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by Law.
- g. The Food Service Management Company will include the provisions of Paragraph (a.) thru (g.) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or Food Service Management Company.

The Food Service Management Company will take such action with respect to any subcontract or purchase order as the contracting

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 13 54
		FIRM NAME (Must be filled in)	

agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event the Food Service Management Company becomes involved in, or is threatened with, litigation with a subcontractor or Food Service Management Company as a result of such direction by the contracting agency, the Food Service Company may request the United States to enter into such litigation to protect the interests of the United States.

1.13.3 **Clean Air and Water:**

Applicable only if the contract exceeds \$100,000 or the City contracting officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 USC 1857(c)-8(c) (1) or the Federal Water Pollution Control Act (33 USC 1319(c) and is listed by EPA, or the contract is not otherwise exempt).

- a. The Food Service Management Company agrees as follows:
1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (4) USC 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Federal Pollution Control Act respectively, and all regulations and guidelines issued hereunder before the award of this contract.
 2. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
 3. To use best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 14 54
		FIRM NAME (Must be filled in)	

4. To insert the substance of the provisions of this clause in any non-exempt subcontract, including this paragraph (a.) (4).
- b. The terms used in this clause have the following meanings:
1. The term "Air Act" means the Clean Air Act, as amended (41 USC 1857 et seq., as amended by Public Law 91-604).
 2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 12512 et seq., as amended by Public Law 92-500).
 3. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order No. 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 USC 1857(c)-5(d), and approved implementation procedure or plan under Section III(c) or Section III(d), an approved implementation procedure or plan under Section III(c) or Section III(d), respectively, of the Air Act (42 USC 1857(c)-6(c) (d), or an approved implementation procedure under Section 112(d) of the Air Act (42 USC 1857(c)-7(d).
 4. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 USC 1317).
 5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 15 54
		FIRM NAME (Must be filled in)	

or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

6. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

Applicable if bid or offer exceeds \$100,000 or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857(c)-8(c) (1) or the Federal Water Pollution Control Act (33 USC 1319(c) and is listed by EPA, or is not otherwise exempt).

The bidder certifies as follows:

- a. **Any facility to be utilized in the performance of this proposed contract has or, has not been listed with the Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.**

Bidder shall check the appropriate box listed above.

- b. He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 16 54
		FIRM NAME (Must be filled in)	

Facilities.

- c. He will include substantially this certification, including this paragraph (c) in every non-exempt subcontract.

1.13.4 **Licenses and Certificates:**

Vendor must have and submit with bid a valid, current license or comparable certification from the Philadelphia Department of Public Health indicating that vendor is operating in satisfactory compliance of applicable health codes as verified by Food Protection Division, Environmental Health Services, Philadelphia Department of Public Health. If vendor is an out-of-state company, a copy of current Valid License for City or State where packing has taken place must be forwarded as part of the bid requirement. Failure to submit proper licenses and certificates with your bid may disqualify your bid.

1.13.5 **Minority Workers:**

Consideration must be given to employing minority workers from within the service area (State Mandate).

1.13.6 **Errors in Bid:**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications as promulgated by the United States Department of Agriculture, Title 7 C.F.R. 225.16 et seq. before submitting bids; failure to do so will be at the bidder's own risk and he/she shall not be able to secure relief from the State agency on the plea of error. In case of error in extension of prices in the bid, the unit price shall govern.

1.14 **BIDDER QUALIFICATION:**

- 1.14.1 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 17 54
		FIRM NAME (Must be filled in)	

commodity or service requested in this Invitation and Bid and demonstrate the bidder's ability to perform on a contract of this size and scope.

- 1.14.2 All bidders must have previous experience participating in a Summer Food Service Program the size and scope of the City of Philadelphia. Bidder must be able to demonstrate to the City of Philadelphia that it is fully capable of delivering an average 46,800 breakfasts, lunches, and snacks per day to approximately 500 to 700 sites over a period of 49 days.

Bidders shall submit the following information with their bids:

- 1.14.2.1 Provide a listing of all Food Service and Distribution Facilities that the awarded bidder shall use in operation of the City of Philadelphia Lunch Program.
- 1.14.2.2 Indicate the square footage capacities for each Refrigeration, Freezer and Dry Food storage unit of the Food Service and Distribution Facilities listed above.
- 1.14.2.3 Indicate the maximum number of Summer Food Service Program meals which can be adequately prepared in a twenty-four hour period for each Food Service and Distribution facility listed above.
- 1.14.2.4 Please Note: In addition to the storage units that the awarded vendor intends to use, all loading docks used in distribution operations must be refrigerated.
- 1.14.2.5 Provide a listing of the Delivery Trucks (Minimum of thirty (30) plus a reserve of five (5) additional trucks required) and the type of communication equipment that will be accompanied with each truck along the delivery routes.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 18 54
		FIRM NAME (Must be filled in)	

Listing is to be organized by Bidder Ownership, Bidder Lease Agreement or through subcontracts, designate as appropriate. Under each category (Ownership, Lease, or Subcontract) list the Make, Model and Year of each vehicle committed to this bid.

1.14.2.6 The bidder is required to submit a preliminary routing schedule for all sectors. Approval of this sample schedule will be required prior to any award by the City. This schedule may be changed by the City; contractor will be required to submit revised schedules.

1.14.2.7 Bidders are required to submit an emergency response plan for events such as non-delivery, late delivery or vehicle breakdown along delivery routes to the City at the time of the bid submission.

1.14.2.8 Bidder shall submit current valid copies of Federal, State and City Licenses and Certificates as they apply to Health, Safety, and Sanitation regulations for all Food Processors, Food Providers, Food Service and Distribution Facilities, and Delivery Vehicles to be used in the Summer Lunch Program. If vendor is an out-of-state company, all copies of current valid Licenses and Certificates for City or State must be forwarded as part of the bid requirement. Failure to submit proper Licenses and Certificates with your bid may disqualify your bid.

1.14.3 **EQUIPMENT REQUIREMENTS**

Each bidder must perform a site visit at 123 Recreation Centers and Playgrounds on the “List of Participating Locations in Attachment ‘E’ to determine the types and quantities of commercial refrigeration equipment that will be needed for a successful program. The bidder must guarantee that the equipment will be large enough to store the highest quantities of product as listed in the “List of Participating Locations”

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 19 54
		FIRM NAME (Must be filled in)	

In addition, the bidder shall be responsible for the following:

- The bidder shall conduct a survey of each location to assess the adequacy of the storage area of the facility specific to the commercial refrigeration equipment. The cost of the equipment shall be part of the meal cost. Bidders must submit with their bid an itemized list of equipment which will be installed. Should the City require additional equipment during the term of the contract, the successful bidder shall provide the additional equipment at no cost to the City.
- The successful bidder shall furnish and install new equipment (not reconditioned) at all facilities on the “List of Participating Locations”. This must be completed within sixty (60) days after the contract award date.
- New equipment purchased by the successful bidder shall be amortized over the life of the contract. The equipment will remain the property of the successful bidder at all times. If the contract is not renewed during any of the three (3) remaining one year renewal periods the contractor will be required to remove all equipment within 30 days. At the conclusion of the contract period, the vendor will be responsible to remove all refrigeration equipment.
- The successful bidder shall be responsible for the installation, maintenance, repair and replacement of all commercial refrigeration equipment located at each participating location.
- The City will furnish and install any structural or electrical changes needed to comply with Federal, State and Local Laws for each participating location.
- The specifications and quantity of new equipment required is listed below. A detailed plan must be provided to the City as part of your bid submission.

Equipment:

1. Solid Door (Single) Reach-In Refrigerator

Mfg: True Food Service Equipment, Inc. (or equivalent)

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 20 54
		FIRM NAME (Must be filled in)	

Size: 21 Cubic Feet Capacity
Model: T-23

2. Solid Door (Double) Reach-In Refrigerator

Mfg. True Food Service Equipment, Inc. (or equivalent)
Size: 49 Cubic Feet Capacity
Model: T-49

SITE INSPECTION

The bidders are required to visit all participating locations to inspect and familiarize themselves with the pertinent existing job conditions and the specific situations as to each location for the installation of the refrigeration equipment. The City will only be required to have proper electrical requirements for the equipment. The failure to inspect each location for requirements and/or site conditions will not be accepted as proper basis for alleging error in bid or for withdrawal of bid or claim extras under the contract.

All site inspections will be made by appointment during regular working hours, 8:00 AM to 4:00 PM, Monday through Friday of each week, unless otherwise specified and approved by the City.

The City shall be the sole determining body of “equal to” and if in their opinion the equipment submitted with the bid is not “equal to” the equipment as specified, the bid submission may be rejected.

1.14.4 **Bidder shall submit the following information in Attachment ‘C’ of this bid.**

Over the last three (3) year period, bidder shall list the State(s) in which they participated in the Summer Food Service Program, Contract(s) bidder was awarded and specify what City or County, the number of meals per day that were served, the number of delivery points, Contract(s) terminated by Sponsor for Cause (Yes/No), Citation(s) (Yes/No), Type of Citation(s) and consequence(s).

Please attach a written explanation and copies of the Citations for each area checked above so that the specific nature of any infraction may be fairly assessed.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 21 54
		FIRM NAME (Must be filled in)	

Please attach a written summary indicating what steps were taken to correct the Citations listed above and what measures have been taken to prevent any future Citations from occurring.

- 1.14.5 Please note that reference information in each section must be completed. Failure to submit this information may result in the bidder's disqualification.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 22 54
		FIRM NAME (Must be filled in)	

SECTION 1:

A minimum of three (3) Customer References as per Attachment 'C' other than an employee or department of the City of Philadelphia, (excluding suppliers or financial institutions).

Firm Name: A. B. C.

Address: _____

Contact: _____

Phone #: _____

Type Work: _____

Years dealing
w/your firm: _____

SECTION 2:

Previous purchase order(s)/contract(s) with the City; (State "None" if applicable)

P.O./Contract
Number: _____

Department: _____

Contact Name: _____

Phone #: _____

Item(s): _____

NOTE: Do not provide the name and phone number of a Procurement Department Buyer in this section. Contact name(s) and phone number(s) must be from a City ordering department.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 23 54
		FIRM NAME (Must be filled in)	

SECTION 2: PRODUCT SPECIFICATION

2.1 **APPROVED SUPPLIER**

All products are to be purchased from an approved USDA supplier. Copy of product labels for breakfasts, lunches and snacks, are to be submitted to sponsoring agent, on a weekly basis, with the invoices. See specification for detailed requirement regarding grades.

2.2 **PEAK VOLUME**

It is anticipated that the number of delivery sites, for breakfasts, lunches and snacks, will increase in volume from 500 to 700 sites during the third (3rd) through the eighth (8th) weeks of the Summer Lunch Program.

It is anticipated that the number of delivery sites and volume of snacks to be delivered will remain on a consistent basis, mid September through early June, during the After School Snack Program.

2.3 **SUPERVISION AND INSPECTION**

The Food Service Management Company shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products. Sponsor has the right to install a monitor in the Food Service Management Company's plant to continually check portion size, appearance, packaging and general quality control.

2.4 **IN-PLANT INSPECTION**

The City of Philadelphia/PA. Department of Agriculture reserves the right for in-plant inspection by the City of Philadelphia/PA. Department of Agriculture Food Inspectors or their appointed representative.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 24 54
		FIRM NAME (Must be filled in)	

2.5 **SAMPLE**

A sample representative of breakfast, lunch and snack must be submitted between 9:00 A.M. and 3:00 P.M. one (1) day prior to delivery during the Summer Lunch Program. For Monday delivery, sample is required on Friday.

Mr. Harvey Cummings
Recreation Department
Martin Luther King Recreation Center
Room 204
22nd Street & Cecil B. Moore Avenue
Philadelphia, PA 19121
Telephone No: (215) 685-2726
Fax No. (215) 685-2722
Pager (215) 507-3209

2.6 **BREAKFAST, LUNCH AND SNACK CONTENT**

ALL MEAT OR MEAT ALTERNATES AND FRUIT AND VEGETABLES SHALL MEET THE U.S.D.A. WEIGHT REQUIREMENTS AND ALL SNACKS SHALL MEET THE U.S.D.A. BREAD SERVING REQUIREMENTS AS LISTED IN THE U.S.D.A. SUMMER FOOD SERVICE PROGRAM FOR CHILDREN 2001 NUTRITION GUIDANCE FOR SPONSORS. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE SERVING REQUIREMENTS LISTED IN THE BID MENU AND THE U.S.D.A. REQUIREMENTS, THE U.S.D.A. REQUIREMENTS SHALL PREVAIL.

2.6.1 **BREAKFAST**

BREAKFAST SHALL CONTAIN THREE (3) OF THE FOLLOWING COMPONENTS:

- a. **Milk - Fluid 8 oz.** - Standard, homogenized white milk in pure pak container. Minimum five (5) days expiration date.

AND

- b. **Fruit or Vegetable Juice** - 6 Fluid oz.
- 100% full strength in a pure pak.

OR

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 25 54
		FIRM NAME (Must be filled in)	

Fruit

One (1) serving of fruits, 1/2 cup of the designated fruit on menu. Free floating fruit can be substituted in lieu of specified fruit, however, there must be a minimum of three (3) varieties per week, with the same fruit not served two (2) consecutive days in a row (ALL DAYS). Fruit shall also differ from juice served on the same menu.

EXAMPLE:

An apple and apple juice should not be served during the same meal.

(Vendor must wash all fruit and vegetables at assembly of meal. If fruit and vegetables are pre-washed, vendor is required to wash once more. Fruits and vegetables shall be spun dry.)

AND

- c. **Cold Dry Cereal**, 3/4 cup or 1 oz.

OR

Bread Alternates

One (1) serving to be whole grain or enriched muffin, turnovers, etc. (50 gm. Or 1.8 oz.)

OR

One (1) serving - cinnamon bun, mini glazed donuts, cherry, apple and fruit Danish (63 gm or 2.2 oz.)

Breakfast must be packed in an individual unit complete with a utensil kit except that milk and juices must be separate from breakfast.

2.6.2 **LUNCH**

Lunches must be packed in an individual unit complete except that milk and juice must be packed in units separate from lunches. Lunches must be equivalent to type "A" as defined by USDA, Summer Food Service Program for Children. All products should be of a choice grade.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 26 54
		FIRM NAME (Must be filled in)	

2.6.2.1 **Lunch shall contain the following:**

- a. One (1) Sandwich - to consist of two (2) regular slices of enriched white bread, light wheat bread, hamburger roll and/or small steak roll, 1-1/4 oz. minimum with individual 2 oz. (four 1/2 oz. slices) minimum filling of edible protein consisting of beef bologna, turkey ham, sliced turkey, sliced chicken, salami, cheese, peanut butter and jelly (both served in compartments), or any protein filling which meets the approval of the Procurement and Recreation Commissioner.

NOTE: NO PORK PRODUCTS ARE TO BE SERVED.

NOTE:

Fillers on turkey breast are not acceptable. All beef must be inside round USDA good grades or higher. All breads, cookies and donuts must have fortified milk and enriched flour.

- b. **Fruit**
One (1) serving of fruits, 1/2 cup of the designated fruit on menu. Free floating fruit can be substituted in lieu of specified fruit; however, there must be a minimum of three (3) varieties per week, with the same fruit not served two (2) consecutive days in a row (ALL DAYS). Fruit shall also differ from juice served on the same meal.

Example:

An apple and apple juice should not be served during the same meal.

- c. **Vegetable and Fruits**

3/4 cup, must include two (2) or more selections for a total of 3/4 cup.

OR

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 27 54
		FIRM NAME (Must be filled in)	

Fruit Juice - 4 fl. oz. - 100% full strength.

FRUIT JUICE SHALL DIFFER FROM FRUIT SERVED DURING THE SAME MEAL (see "B" above).

(Vendor must wash all fruit and vegetables at assembly of meal. If fruit and vegetables are pre-washed, vendor is required to wash once more. Fruits and vegetables shall be spun dry.)

- d. **Snack Item (25 gm or 0.9 oz)**
(As part of lunch) Potato chips, cheese nips, cheese curls (alternate between "Puffs" and "crunchies") graham crackers, pretzels, corn chips, raisins in accordance with menu schedule. (Powdered doughnut/4 per package - 1.8 oz)
- e. **Milk**
One-half pint (8 fl. oz.), standard homogenized milk, white OR low fat, chocolate milk in a pure pak container. Minimum five (5) days expiration before service.
- f. **Bread**
1 slice, to be whole grain or enriched. Bread alternates - 1 serving to be whole grain or enriched, biscuit, rolls, muffins, etc. i.e., **WHEAT BREAD SHOULD NOT BE LIGHT IN COLOR.**
- g. **Meat or Meat alternate**
2 oz. Edible protein. Salads should contain a minimum of 2 oz. of meat or meat alternate exclusive of additions necessary to make a salad.
- h. **Condiment**
One (1) mustard or mayonnaise, which would be appropriate for sandwich filling provided. All additional condiments specified for the day must be included.
- i. **Ice**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 28 54
		FIRM NAME (Must be filled in)	

Sufficient amount of wet ice must accompany each delivery to preserve the meal until distributed. Eight (8) pound bag of ice for every twenty-five (25) lunches as a minimum.

- j. **Straw**
One (1) required for drinking beverage.
- k. **Napkin**
One (1) required for cleanliness and practice of proper meal etiquette.
- l. **Cheese**
White American Cheese to be used on lunches.

2.6.2.2 **Packaging of Lunch:**

In an effort to increase participation and create packaging that is designed to appeal to younger children the City of Philadelphia is requiring the vendor to provide three (3) different types of packaging within 11 day cycled lunch menu. All packaging must be color printed to created enthusiasm for children to enjoy a nutritious summer meal. The following packaging material will be required:

- 1) Plastic three component tray with heat sealed film.
- 2) Fiberboard Tray with all components individually wrapper.
- 3) Crash Bottom Box with all components individually wrapped.

Each vendor shall submit samples of the three (3) different packaging materials to be used for the summer program at the time of the Mandatory Pre-Bid Meeting referenced in Paragraph 1.10.1. The City of Philadelphia will notify the vendor prior to the bid opening if the packaging materials are acceptable.

NOTE: CONTRACTOR SHALL SUPPLY AS REQUIRED, SUFFICIENT CONTAINERS FOR DISTRIBUTION OF LUNCHES TO

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 29 54
		FIRM NAME (Must be filled in)	

APPROXIMATELY 500 to 700 FEEDING POINTS DURING THE SUMMER LUNCH PROGRAM. THESE CONTAINERS SHALL BE CORRUGATED CARTONS, 200 LB. "C" - F TEST, 2 HAND HOLES REQUIRED, AND SHOULD BE LARGE ENOUGH TO ACCOMMODATE A MINIMUM OF 30 LUNCHES. WHEN CONTRACTOR IS REQUESTED TO SUPPLY A QUANTITY OF LESS THAN THE MAXIMUM PACKAGE, SUCH PACKAGE SHALL BE PROPERLY OVERPACKED, SEALED AND PACKED PRIOR TO BEING PLACED ON THE DELIVERY TRUCK.

Contractor must have copies of Master Labels on hand at both the Processing and Distribution plant facilities. The Master Labels must contain the product and processor/ manufacturer's name and address and item identity.

2.6.3 **SNACK**

2.6.3.1 SNACKS SHALL CONTAIN TWO (2) OF THE FOLLOWING COMPONENTS:

- a. **Milk - Fluid** 8 oz. - Standard, homogenized white milk or low fat, chocolate milk in pure pak container. Minimum five (5) days expiration date.

OR

Fruit or Vegetable Juice - 6 fluid oz. - 100% full strength in a pure pak.

AND

Bun, honey or danish - (63 gm or 2.2 oz)

OR

Cake (4 oz.)

OR

Cookie - (63 gm or 2.2 oz)

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 30 54
		FIRM NAME (Must be filled in)	

OR

Crackers - Graham - (25 gm or 0.9) or peanut butter

OR

Powdered Doughnuts (4 per package)- (50 gm or 1.8 oz)

Juice and/or milk shall be packed bulk maximum 60, sanitary cartons. Buns, cookies, crackers and doughnuts shall be packed in individual cello container bulk pack maximum 60, sanitary cartons. Sufficient wet ice to be provided by contractor to assure a safe level of temperature for juice, and milk.

For each day during the Summer Lunch Program that the temperature reaches 91° F and above, in accordance with the City of Philadelphia Department of Public Health records, the City shall compensate vendor for additional ice that may be required.

(An estimated 7,000 bags (16 lb.) of additional ice were required during the 2007 Summer Lunch Program).

2.6.4 **Microbiology Standards for the Summer Food Service and After School Snack Programs are as follows:**

For all foods except milk:

Bacteria plate count of less than 100,000 per milliliter.

Coliform count less than 50 per milliliter.

Fecal Streptococcus count of Zero

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 31 54
		FIRM NAME (Must be filled in)	

Please note: Sandwiches/foods containing raw produce must meet the bacteriological standards noted above unless the produce is packaged separately. Raw produce packaged separately must test with coliform count of less than 100 per milliliter and zero for fecal streptococcus and e-coli.

For milk:

Bacteria plate count of less than 20,000 per milliliter.

Coliform count less than 10 per milliliter.

2.6.4.1 **Bacteriologic Testing**

If bacteriological testing is required by the PA. Department of Agriculture:

The vendor reserves the right to require independent bacteriological testing at a certified laboratory, and may be required to submit at least one complete meal to be tested by the state agency and to pay for the costs incurred for the testing. Meals tested must meet the bacteriological standards noted above. The interval of testing will be determined by the state agency and all results must be submitted to the state agency for review.

If bacteriological testing is conducted by the PA. Department of Agriculture:

Certified laboratories contracted by the state agency will test meals provided by the vendor. Meals tested must meet the bacteriological standards noted above.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 32 54
		FIRM NAME (Must be filled in)	

Attached are the required menus on an 11 day cycle. Any deviation from these menus must be approved a minimum of twenty-four (24) hours in advance by a Department of Recreation Representative.

The vendor must procure an adequate supply of all menu items to assure compliance with the specified menu. The City, prior to implementation of the change, must approve any deviation/substitutions from the menu due to short supply. The substitution must be of equal or greater quality, and equal with regards to the amount provided per meal. The vendor must document the cost of the substitution. If there is a difference in price that results in a saving to the vendor, the savings must be passed to the City. If the difference in price results in a loss to the vendor, the vendor must incur the loss.

BREAKFAST MENU
2008
SUMMER FOOD SERVICE PROGRAM

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 33 54
		FIRM NAME (Must be filled in)	

(1) FROSTED FLAKES CEREAL FRESH FRUIT WHITE MILK	(2) CINNAMON BUN ORANGE JUICE WHITE MILK	(3) HONEY NUT CHEERIOS FRESH FRUIT WHITE MILK	(4) CHERRY DANISH APPLE JUICE L/F CHOCOLATE MILK
(5) FRUIT LOOPS CEREAL FRUIT PUNCH JUICE WHITE MILK	(6) MINI GLAZED DONUTS CRANAPPLE JUICE WHITE MILK	(7) HONEY NUT CHERRIOS ORANGE JUICE WHITE MILK	(8) FRUITED DANISH L/F CHOCOLATE MILK APPLE JUICE
(9) FROSTED FLAKES FRESH FRUIT WHITE MILK	(10) BLUEBERRY MUFFIN FRUIT PUNCH JUICE L/F CHOCOLATE MILK	(11) APPLE DANISH FRESH FRUIT WHITE MILK	

ALL COMPONENTS OF THE BREAKFAST WILL BE UNITIZED AND INCLUDE A UTENSIL KIT.
MILK AND JUICE MAY BE BULK SHIPPED.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT	BID NUMBER T8Z54580	PAGE OF 34 54
	PHILADELPHIA, PA 19102 - 1685	FIRM NAME (Must be filled in)	

SUMMER FOOD SERVICE PROGRAM

<p style="text-align: center;">(1)</p> BEEF SALAMI (3) ½ OZ. SLICES AMERICAN CHEESE ½ OZ. SLICE ** PHILLY STYLE KAISER ROLL COLE SLAW 3/8 CUP *MIXED FRUIT 3/8 CUP L/F CHOCOLATE MILK ½ PINT POTATO CHIPS MAYO SPORK/NAPKIN/STRAW	<p style="text-align: center;">(2)</p> PEANUT BUTTER and GRAPE JELLY ON GRAHAM WAFER SANDWICH (2.20 oz) (MEETS 1 oz C/N PROTEIN REQUIREMENT) STRING CHEESE STICK (1 oz) CARROT STICKS 3/8 CUP CINNAMON APPLESAUCE 3/8 CUP L/F CHOCOLATE MILK ½ PINT RAISINS SPREADER/SPORK/NAPKIN & STRAW	<p style="text-align: center;">(3)</p> SMOKED TURKEY BREAST (3) ½ OZ. SLICES AMERICAN CHEESE ½ OZ. SLICE **PHILLY STYLE HOAGIE ROLL SHREDDED LETTUCE, ONIONS & TOMATOES 3/8 CUP * PEACHES 3/8 CUP L/F CHOCOLATE MILK ½ PINT GRAHAM CRACKERS, MAYO SPORK/NAPKIN & STRAW	<p style="text-align: center;">(4)</p> TURKEY HAM (3) ½ OZ. SLICES AMERICAN CHEESE ½ OZ. SLICE **PHILLY STYLE KAISER ROLL COLE SLAW 3/8 CUP * DICED PEARS 3/8 CUP L/F CHOCOLATE MILK ½ PINT CHEESE TWISTS MAYO SPORK/NAPKIN & STRAW
<p style="text-align: center;">(5)</p> TUNA HOAGIE TUNA 1-1/2 OZ. AMERICAN CHEESE ½ OZ. SLICE ** PHILLY STYLE HOAGIE ROLL SHREDDED LETTUCE, ONIONS TOMATOES, 3/8 CUP FRUITED GELATIN 1/8 CUP L/F CHOCOLATE MILK, ½ PINT CORN CHIPS, MAYO SPORK/NAPKIN & STRAW	<p style="text-align: center;">(6)</p> SLICED CHICKEN (4) ½ OZ. SLICED WHEAT BREAD, 2 SLICES POTATO SALAD 3/8 CUP * PINEAPPLE TIDBITS, 3/8 CUP L/F CHOCOLATE MILK, ½ PINT PRETZELS MAYO SPORK/NAPKIN/STRAW	<p style="text-align: center;">(7)</p> BOLOGNA (2) ½ OZ. SLICES SALAMI (1) ½ OZ. SLICE AMERICAN CHEESE (1) ½ OZ. SLICE ** PHILLY STYLE HOAGIE ROLL SHREDDED LETTUCE, ONIONS & TOMATOES 3/8 CUP PEACHES 3/8 CUP L/F CHOCOLATE MILK, ½ PINT POTATO CHIPS MAYO SPORK/NAPKIN/STRAW	<p style="text-align: center;">(8)</p> TURKEY PASTRAMI (3) ½ OZ. SLICES AMERICAN CHEESE (1) ½ OZ. SLICE ** PHILLY STYLE KAISER ROLL COLE SLAW 3/8 CUP *MIXED FRUIT 3/8 CUP L/F CHOCOLATE MILK ½ PINT MINI DONUTS MUSTARD SPORK/NAPKIN & STRAW
<p style="text-align: center;">(9)</p> TURKEY HAM (3) ½ OZ. SLICE AMERICAN CHEESE ½ OZ. SLICE CROISSANT MUSTARD EGG & POTATO SALAD PEACH CUP CORN CHIP L/F CHOCOLATE MILK ½ PINT SPORK/NAPKIN & STRAW	<p style="text-align: center;">(10)</p> ROASTED TURKEY (3) ½ OZ. SLICES AMERICAN CHEESE (1) ½ OZ. SLICE PHILLY STYLE KAISER ROLL POTATO SALAD 3/8 CUP FRUITED GELATIN 3/8 CUP L/F CHOCOLATE MILK, ½ PINT GRAHAM CRACKERS MAYO SPORK/NAPKIN & STRAW	<p style="text-align: center;">(11)</p> CHICKEN SALAD 2 OZ. SOFT SEEDED BUN CUCUMBER SPEARS ¼ CUP CINNAMON APPLE SAUCE 3/8 CUP L/F CHOCOLATE MILK ½ PINT CORN CHIPS SPORK/NAPKIN/STRAW	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 35 54
		FIRM NAME (Must be filled in)	

NOTE:

1. NO PORK PRODUCTS TO BE SERVED
2. SLICES NO MORE THAN ½ OZ. PER SLICE
3. CHEESE - **WHITE** AMERICAN CHEESE
4. WHOLE WHEAT BREAD SHOULD BE LIGHT IN COLOR
5. *FRUIT CUPS - MUST HAVE GRADE A FRUIT SERVED IN A LIGHT SYRUP (SYRUP MUST BE SEPARATE FROM FRUIT CUP WEIGHT REQUIREMENTS).
6. TUNA/CHICKEN/SEAFOOD SALAD - MUST INCLUDE 2 OZ. OF CHICKEN, TUNA OR SEAFOOD OUTSIDE OF SALAD ADDITIVES
CHICKEN SALAD - CHICKEN SHOULD BE DICED (EXAMPLE 1" SQ.)
7. CHICKEN - MUST BE AT LEAST 90% MEAT WITH NOT MORE 10% FAT.
8. CARROT/CELERY STICKS - SHOULD NOT BE FROZEN, MUST BE MAINTAINED AT 35 DEGREES OR ABOVE.
9. TURKEY BREAST MUST BE 100% BREAST MEAT.
10. ****PHILLY STYLE HOAGIE AND KAISER ROLL** MUST BE USED (E.G. AMOROSO).PRODUCT SHALL BE ENRICHED OF WHOLE-GRAIN, OR THAT IS MADE FROM ENRICHED OR WHOLE GRAIN MEAL AND/ OR FLOUR, BRAN, AND/OR GERM.
11. ENRICHED FLOUR MUST BE USED IN BREAD PRODUCTS.

SNACK MENU

2008

SUMMER FOOD SERVICE PROGRAM

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 36 54
		FIRM NAME (Must be filled in)	

(1) CHOCOLATE FUDGE COOKIE APPLE JUICE - 6 OZ. NAPKIN/STRAW	(2) DINOSAUR CRACKERS ORANGE JUICE - 6 OZ. NAPKIN/STRAW	(3) FRUITED DANISH GRAPE JUICE 6 OZ. NAPKIN/STRAW	(4) POWDERED DONUTS FRUITED PUNCH JUICE - 6 OZ NAPKIN/STRAW
(5) HONEY BUN ORANGE PINEAPPLE JUICE 6 OZ. NAPKIN/STRAW	(6) CHOCOLATE FUDGE CAKE WHITE MILK ½ PINT NAPKIN/STRAW	(7) GOLD FISH CRACKERS ORANGE JUICE 6 OZ. NAPKIN/STRAW	(8) VANILLA CREMES GRAPE JUICE - 6 OZ. NAPKIN/STRAW
(9) OATMEAL RAISIN COOKIE APPLE JUICE - 6 OZ. NAPKIN/STRAW	(10) LEMON COOKIES ORANGE PINEAPPLE JUICE - 6 OZ. NAPKIN/STRAW	(11) HONEY BUN FRUITED PUNCH JUICE 6 OZ. NAPKIN/STRAW	

SNACK MENU
2008
AFTER SCHOOL SNACK PROGRAM

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 37 54
	FIRM NAME (Must be filled in)		

(1) BLUEBERRY MUFFIN VERY BERRY JUICE 6 OZ. NAPKIN/STRAW	(2) CHEESE ON CHEESE CRACKERS APPLE JUICE -6 oz. NAPKIN/STRAW	(3) MINI PRETZELS APPLE / CRAN JUICE 6 OZ. NAPKIN/STRAW	(4) OATMEAL RAISIN COOKIES GRAPE RASPBERRY JUICE 6 OZ NAPKIN/STRAW
(5) NACHO CHIPS FRUIT PUNCH JUICE - 6 OZ. NAPKIN/STRAW	(6) CHOCOLATE CHIP COOKIES VERY BERRY JUICE 6 OZ. NAPKIN/STRAW	(7) HONEY GRAHAM CRACKERS GRAPE RASPBERRY JUICE 6 OZ NAPKIN/STRAW	(8) HONEY BUN APPLE JUICE 6 OZ. NAPKIN/STRAW
(9) CHEDDAR FETTI CRACKERS VERY BERRY JUICE 6 OZ. NAPKIN/STRAW	(10) ZOO ANIMAL CRACKERS FRUIT PUNCH JUICE 6 OZ. NAPKIN/STRAW	(11) CHOCOLATE CRÈME COOKIES (OREO) APPLE CRANBERRY JUICE 6 OZ. NAPKIN/STRAW	

2.8 **DELIVERY REQUIREMENTS**

2.8.1 **Delivery Vehicles**

Vendor is required to have a minimum of Thirty (30) Delivery Trucks with a reserve of Five (5) additional Delivery Trucks in case of vehicle breakdown. Each Delivery truck must be equipped with a mobile radio or cellular phone in order to ensure

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 38 54
		FIRM NAME (Must be filled in)	

direct communication between delivery truck operator and the Plant Distribution Center dispatcher.

Vendor shall submit an emergency response plan for events such as non-delivery, late delivery or vehicle breakdown along delivery routes to the City with the bid.

Delivery trucks will only be used for delivery purposes and will never be used for long term storage of food.

There will be a driver and one (1) helper on each Delivery Truck.

Delivery trucks will always be maintained in a clean manner and shall be in compliance with all Department of Public Health Sanitation regulations. Vehicles must be pre-cooled to 35° F prior to being loaded with packaged meals and shall be required to maintain a minimum temperature of 40°F. at all times to ensure proper refrigeration of food upon delivery. Meals may not be frozen after they are assembled.

It is the responsibility of the vendor to ensure proper refrigeration of food at all times. Vendor must submit a copy of the temperature control log used to monitor food temperatures from production to site delivery. Alternate temperature monitoring systems using approved time-temperature indicating devices may also be used. These logs will be required to be available for inspection and submission to the City of Philadelphia Department of public Health on a weekly basis.

(Please note: Food delivery evaluation and monitoring is required to ensure that all food is delivered at required temperatures; 0°F for frozen food and 40°F for refrigerated food).

2.8.2 **DELIVERY ROUTES**

All final Delivery Routes must be approved by the sponsor prior to the beginning of the program.

In the event that after Two (2) consecutive deliveries in which there is no City Representative available to receive product or if product delivery has

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 39 54
		FIRM NAME (Must be filled in)	

been refused by the City Representative at the referenced Play Street location, the vendor shall immediately notify the City of the discrepancy and stop further delivery service to the referenced Play Street location until further notice by the City.

2.8.3 **BREAKFAST, LUNCH AND SNACK DELIVERY SCHEDULE (SUMMER LUNCH PROGRAM)**

Breakfast and Lunch delivery (7:30 A.M. - 8:30 A.M.)

Lunch and Snack Delivery (10:00 A.M. - 12:30 P.M.)

Those sites serving Breakfast and Lunch, i.e., recreation sites, colleges or sites with a structured program and/or adequate refrigeration for storage of meals, shall receive delivery no sooner than 7:30 A.M.

No Lunches or Snacks will be delivered after 12:30 P.M. Vendors may assume that street block addresses with no other designation are play streets. All others are structured programs. However, there may be exceptions. Said exceptions will be identified to the successful bidder prior to delivery. Play streets and similar sites will have delivery no earlier than 10:00 A.M.

NOTE: Lunches that are delivered beyond the designated feeding time (12:30 PM) due to truck breakdowns or driver's getting lost, etc., will be disallowed for reimbursement and therefore, the cost will be deducted from the total due to the vendor along with the Administrative costs associated with these disallowances.

THE STATE REQUIRES THREE (3) HOURS BETWEEN BREAKFAST, LUNCH AND SNACK.

SNACK DELIVERY SCHEDULE (AFTER SCHOOL SNACK PROGRAM)

Snack Delivery (9:00 A.M. – 3:00 P.M.)

Deliveries shall be made once per week for each site within a District and deliveries shall be made for Districts 1 through 10 over a Five (5) day period.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 40 54
		FIRM NAME (Must be filled in)	

2.8.4 **EDIBLE CONDITION**

In order to receive reimbursement, a complete Breakfast and Lunch or a complete Lunch and Snack must be delivered in a suitable and edible condition. Reimbursement is only provided for the actual number of complete breakfasts (cereal, milk, juice, muffin, danish, and turnover), Lunches (sandwich, fruit, dessert, and milk), and Snacks (cake, cookie, cracker, bun, and beverages) delivered. When any portion of the meal is spoiled and/or missing, the entire meal will be disallowed for reimbursement and therefore its cost will be deducted from the total due to the vendor.

2.8.5 **PACKAGING/PACKING**

Breakfasts/Lunches/Snacks can be delivered in bulk containers. Contractor shall supply as required, sufficient containers for distribution of Breakfasts/Lunches/Snacks to approximately 400 to 690 feeding points during the Summer Lunch Program. These containers shall be corrugated cartons, 200 lb. "C" -F Test, 2 hand holes required, and should be large enough to accommodate a minimum of 30 Breakfasts/Lunches/Snacks. When contractor is requested to supply a quantity of less than the maximum package, such package shall be properly overpacked, sealed and packed prior to being placed on the delivery truck.

Contractor must have copies of Master Labels on hand at both the Processing and Distribution plant facilities. The Master Labels must contain the product and processor/manufacturer's name and address and item identity.

2.8.6 **SITE LISTINGS AND MEAL QUANTITIES**

Site listing schedule and specified quantities for breakfasts, lunches and snacks will be provided to the vendor prior to commencement of the Summer Lunch and After School Snack Programs. It is anticipated that the number of delivery sites will increase in volume from 500 to 700 sites during the third (3rd) through the eighth (8th) weeks of the program while the number of delivery sites and volume of snacks to be delivered will remain on a consistent basis, mid September through early June, during the After School Snack Program.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 41 54
		FIRM NAME (Must be filled in)	

2.8.7 **CHANGES - SITES AND/OR MEAL QUANTITIES**

Twenty-four (24) hours notice will be given for any changes regarding sites and/or meal quantities.

The City of Philadelphia reserves the right to pick up a breakfast, lunch or snack for test purposes at any site.

2.8.8 **INCLEMENT WEATHER**

In the event of inclement weather, a representative from the Department of Recreation will notify the vendor by 6:00 A.M. on the morning of the inclement weather day, to make deliveries of breakfasts, lunches and snacks to alternate sites. A list of alternate rain sites will be provided in advance.

2.8.9 **TRIPS AND SPECIAL EVENTS**

Sites with scheduled day trips must have delivery in ample time of departure. The vendor will be given 24 hours notice of any planned trip and/or special event and the times of scheduled departure.

2.8.10 **DELIVERY STATEMENTS AND DELIVERY RECEIPTS**

- a. Weekly statements of deliveries shall be submitted to Mrs. Patrice Patton Recreation Department, Martin L. King Recreation Center, Room 205, 22nd Street and Cecil B. Moore Avenue, Philadelphia, PA 19121, (215) 685-2726.
- b. Delivery tickets must be prepared by the Food Service Management Company at a minimum of five (5) copies: one for the Food Service Management Company, one for the site personnel and three for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the Sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Sponsor only if signed by the Sponsor's designee at the site. Drivers are not authorized to make any adjustments on delivery tickets.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 42 54
		FIRM NAME (Must be filled in)	

- c. The Food Service Management Company shall maintain such records (supported by delivery tickets, purchase orders, invoices, receipts or other evidence) as the sponsor will need to meet its responsibilities under federal regulations. An invoice with backup documentation (all delivery tickets in numerical order shall be delivered to the sponsor promptly by the TUESDAY FOLLOWING THE WEEK OF SERVICE.
- d. The books and records of the Food Service Management Company pertaining to this contract shall be available for inspection and audit by a representative of the State agency, the U.S. Department of Agriculture, and the General Accounting Office at any reasonable time and place for a period of six years from the date of receipt by the Food Service Management Company of final payment under the contract.

2.8.11 **DISALLOWED ITEMS**

In order to receive reimbursement, a complete breakfast, lunch and snack must be delivered in a suitable and edible condition. Reimbursement is only provided for the actual number of: complete breakfasts (cereal, milk, juice, muffin, danish and turnover), lunches (sandwich, fruit, dessert and milk) and snacks (cake, cookie, cracker, bun and beverage) delivered. When any portion of the meal is spoiled and/or missing, the entire meal will be disallowed for reimbursement and therefore the cost along with the administrative cost will be deducted from the total due to the vendor. Payment with the administrative cost will be deducted from the total due to the vendor. Payment may be disallowed for the following additional reasons:

- a. Delivering meals that are not unitized.
- b. Delivering meals outside designated delivery time.
- c. Delivering meals with components that are less than required size or weight.
- d. Changing menus or substituting components without sponsor's prior approval.
- e. Any other violation of bid specifications.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 43 54
		FIRM NAME (Must be filled in)	

2.8.12 **QUANTITY ORDERED/DELIVERED**

Contractor is required to deliver the quantity ordered by the City. Payment will be made at the bid price for the quantity ordered and delivered in an edible condition (2.8.4) and in compliance with the menu requirements (2.8.11).

2.8.13 **SECTORS (Summer Lunch Program)**

This bid consists of three (3) sectors for the Summer Lunch Program, see ATTACHMENT A, and is represented by designated postal zip codes. These zip codes are represented by the three zip code maps as follows:

<u>SECTOR</u>	<u>ZIP CODE AREA</u>
I	21, 22, 23, 25, 29, 30, 32 33, 34 & 40
II	11, 14, 15, 16, 18, 19, 20, 24, 26, 27, 28, 35, 36, 37, 38, 41, 44, 49, 50, 52, & 54
III	01, 02, 03, 04, 05, 06, 07, 31, 39, 42, 43, 45, 46, 47, 48, 51, 53
Summary	ALL SECTORS See Section 5 - "Pricing"

The attached listing of sites by sector, ATTACHMENT A, is for illustration purposes only. Vendor shall receive estimated quantities for breakfasts, lunches, and snacks per location at the Mandatory Pre-Bid Meeting as referenced in Paragraph 1.10.1. Sites may be changed, increased or decreased as the program progresses. See Paragraphs 2.2, 2.8.6 and 2.8.7.

2.8.14 **DISTRICTS (After School Snack Program)**

The bid consists of ten (10) Districts for the After School Snack Program, see ATTACHMENT B, and is represented by each participating site within a District. The estimated weekly quantities are listed for each site. Sites may be changed, increased or decreased as the program progresses.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 44 54
		FIRM NAME (Must be filled in)	

2.9 **NETWORK CONNECTIVITY REQUIREMENTS:**

The contractor must provide a daily site order submission system to be accessed by the Philadelphia Department of Recreation's Program coordinators via a secure network connection. The connection to the system should consist of one of the following:

1. **A virtual private network connection to be made available on all program coordinators desktops via Philadelphia Department of Recreation's internet connection.**
2. **A secured web site to be accessed by an internet browser from the program coordinators desktops via Philadelphia Department of Recreation's internet connection.**

The system must enable multiple program coordinators to simultaneously key in site delivery quantities by delivery date and to print out delivery order details.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
 - (i) improper bid security
 - (ii) improper bid execution
 - (iii) incompleteness
 - (iv) offering counter terms and conditions
 - (v) improper or incomplete execution of MBEC Documents (if applicable)

may be disqualified by the City without notice to the bidder. The decision of the City is final.

- 3.1.4 Bidders whose bids are determined to be non-responsible for reasons of

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 45 54
		FIRM NAME (Must be filled in)	

bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 9 of “Terms and Conditions of Bidding and Contract”.

3.2 AWARD:

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder. Bidder must bid all items to be eligible for award.

3.2.2 If the 5 % local bid preference is applicable, the total bid price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If the bid is awarded as a whole, the 5% local bid preference is applicable. If the bid is awarded by line item, the 5% local bid preference is not applicable.

3.2.3 City of Philadelphia-Business, Corporate and Slavery Era Insurance Disclosure

In accordance with Section 17-104 of The Philadelphia Code, the Bidder, after execution of this Contract, will complete an affidavit certifying and representing that the Bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with Bidder) has searched any and all records of the Bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The Bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 46 54
		FIRM NAME (Must be filled in)	

comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

3.3 PERFORMANCE SECURITY:

The successful vendor must obtain a performance bond from a bonding firm approved by the U.S. Department of Treasury Circular 570 (Federal Register, Volume 54, No. 125, Friday, June 30, 1989, Notices as amended) and also approved to do business in the Commonwealth of Pennsylvania.

The Performance Bond shall be based on 50% of total contract and shall be based on (Summer Lunch Program) total average daily service x 49 x Unit price/each plus (After School Snack Program) total average daily service x 173 x unit price/each plus (additional ice) 7,000 x unit price /each.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

Order Against Contracts

Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the product and/or service is needed. Such

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 47 54
		FIRM NAME (Must be filled in)	

purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

- 4.1.2 Invoices shall be submitted after delivery and acceptance of the Product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.
- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the an invoice for payment to the receiving department listed on the purchase order.
 - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
 - (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
 - (d) The invoice must show the quantity and type of item or service and the price.
 - (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.
- 4.1.3 The using agencies and departments are responsible for monitoring the services and/or products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.
- 4.1.4 **ADD-ONS**
The City reserves the right to add, delete and/or acquire other product/services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:
- Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 48 54
		FIRM NAME (Must be filled in)	

the complete description of the item, the location (if applicable), the bid number, bid scheduled number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract.

The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.

4.2 **VENDOR RESPONSIBILITY**

- 4.2.1 Contractor may deliver only products, services or equipment as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may deliver only products, services or equipment at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 Contractors may deliver products, services or equipment up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
 - (ii) notify the ordering agency in writing and refuse to deliver.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 49 54
		FIRM NAME (Must be filled in)	

4.2.5 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.

4.2.6 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

4.3 **Vendor acceptance - In submitting an executed bid, the bidder agrees to the Contract Management procedures outlined in this section.**

4.4 **INVOICING**

4.4.1 **INVOICE (BILLING) REQUIREMENTS**

Invoices should be submitted in triplicate (original and two copies) on a weekly basis to Mrs. Patrice Patton, Recreation Department, Martin Luther King Recreation Center, Room 205, 22nd and Cecil B. Moore Avenue, Philadelphia, PA 19121, (215) 685-2726.

The Food Service Management Company shall submit itemized invoices and all costs pertaining to the sponsor's food service operation as described in "Paragraph 1.13.1 (b)" above, to allow the sponsor to prepare and submit the claim for reimbursement to meet the sixty (60) day submission deadline. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding week.

Copy of Product Labels for breakfasts, lunches and snacks are to be submitted to sponsoring agent on a weekly basis, with the invoices. Payment will be made at the unit price shown for that range. Each payment period will be calculated and paid for independent of other periods. No payment will be made unless the required delivery receipts have been signed by the site representative of the sponsor.

The sponsor shall pay for all meals delivered in accordance with this contract and the applicable federal regulations. However, neither the U.S. Department of Agriculture nor the Pennsylvania Department of Education assumes any liability for payment of differences between the number of meals delivered by the Food Service Management Company and the number of meals served by the Sponsor that are eligible for reimbursement.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 50 54
		FIRM NAME (Must be filled in)	

If for any reason, the U.S. Department of Agriculture or the Pennsylvania Department of Education should deny reimbursement to the City of Philadelphia for any product already delivered to the City during the Summer Lunch and After School Snack Programs it is understood that the City shall not be held liable for any outstanding invoices owed to the vendor for the delivered product.

4.5 **PAYMENT**

4.5.1 Payment will be made at the bid price for the quantity ordered.

4.5.2 In an effort to process more timely payments to the contractor, the City will make payment of ninety percent (90%) of contractor's invoice. The ten percent (10%) shall be withheld pending determination of disallowances for spoilage.

4.5.3 **Contract Bid Language Regarding Payments To MBEC Subcontractors**

The below paragraph applies to all Invitation and Bids (I&B) containing MBEC Participation Requirements:

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, 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. The successful bidder is required to submit with each invoice the completed "Prime Contractor's Payment to MBEC Subcontractors Form" indicating what percentage and dollar amount of the invoice that will be paid to its MBEC certified subcontractor(s).

Failure to submit the attached "Prime Contractor's Payment to MBEC Subcontractors' Form" with each invoice may result in rejection of the invoice.

4.6 **TERMINATION OF CONTRACT, NON-COMPLIANCE AND DAMAGES**

Failure to comply with the terms and conditions of the contract shall result in

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 51 54
		FIRM NAME (Must be filled in)	

termination of the contract.

The City will notify the vendor, in writing, regarding specific non-compliance circumstances and in circumstances where there is no imminent danger to program participants, the vendor will be given reasonable opportunity to correct the deficiencies. In instances where the vendor fails to correct the problems, or if imminent danger to program participants exists, the City will notify the vendor, in writing, of the termination of the contract. The vendor will be held liable for damages incurred by the City.

The City reserves the right to notify the surety company of areas of non-compliance and/or termination of the contract.

The City reserves the right to inspect and determine the quality of the food deliveries and reject meals that do not comply with the requirements and specifications of the contract or the Summer Food Service Program (SFSP). If meals are rejected, the City reserves the right to obtain meals from an alternate source. The vendor will be responsible for any excess costs incurred by the City to obtain alternate meals.

The rights and remedies of the City are not limited to the terms noted in this contract, but are in addition to any other rights and remedies provided by law.

The City and vendor agree that the City may terminate this contract with state approval for the following reasons:

- (a) The number of disallowances equals or exceeds 5% of the contract within a five (5) day period.
- (b) The vendor fails to deliver meals to any or all sites without sufficient notice or justification.
- (c) If 10% of meals were received outside the delivery schedule within a five (5) day period.
- (d) If 5% of meals failed to meet the meal/menu with a one (1) day period.
- (e) Meals failed to pass the volumetric or bacteriologic inspections for three (3) inspections.

The City and the vendor verify the right of the State Agency or USDA to cancel funding for failure to comply with SFSP regulations.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 52 54
		FIRM NAME (Must be filled in)	

4.7 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Summer Lunch and After School Snack Menu Items at the prices set forth in Section 5 for a period of twelve months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to three additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

Notice of price increases must be received, in writing, by the City at least sixty (60) days prior to the expiration of each contract period in order for price increase to be effective as of the first day of the renewal period. Price increase letter shall be sent to the Buyer in Room 120 Municipal Services Building, 1401 JFK Blvd., Philadelphia, PA 19102, referencing bid number, contract number, period and showing item(s) description and applicable pricing. Failure to notify the City within this sixty (60) day time frame shall result in the following:

the effective date of the price increase shall be sixty (60) days from the receipt of the price increase letter by the City;

or

if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.

For each renewal the price increase and/or decrease shall be based on the Consumer Price Index for All Urban Consumers - as published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI shall be based upon February of the current year from February of the preceding.

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 53 54
		FIRM NAME (Must be filled in)	

SECTION 5: PRICING

(PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES)

Bidders must bid on all items to be eligible for award.

		<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>
5.1	<u>SUMMER LUNCH PROGRAM</u>			
5.1.1	23020 003 003 Breakfast	EA	\$_____	275,000
5.1.2	23020 003 006 Lunch	EA	\$_____	1,100,000

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T8Z54580	PAGE OF 54 54
		FIRM NAME (Must be filled in)	

5.1.3 **23020 003 009** **EA** \$_____ **877,090**
 Snacks

5.2 **AFTER SCHOOL SNACK PROGRAM**

5.2.1 **23020 003 010** **EA** \$_____ **605,500**
 Snacks

5.3 **ADDITIONAL ICE**

(For each day during the Summer Lunch Program that the Temperature reaches 91 F and above, in accordance with the City of Philadelphia Department of Public Health records, the City shall compensate vendor for additional ice that may be required.)

5.3.1 **32001 000 001** **BG** \$_____ **7,000**
 Ice (16 lb. Bags)

Extended Total Bid Amount
(Unit Price X Quantity
for All Items Bid) \$_____

SECTOR I

THIS AREA COVERED BY SECTOR I INCLUDES THE FOLLOWING ZIP CODES:

21,22,23,25,29,30,32,33 34 & 40

LUNCH DELIVERY SCHEDULES

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
001	AMOS PLAYGROUND	16 TH & BERKS ST.
002	ATHLETIC REC. CTR.	26 TH & MASTER ST.
003	BLACK COYLE MCBRIDE	TRENTON & HUNTINGDON STS.
004	12 TH & CAMBRIA PLGD.	12 TH & CAMBRIA STS.
005	ROBERTO CLEMENTE	18 TH & WALLACE STS.
006	CRUZ REC. CTR.	6 TH & MASTER STS.
007	8 TH & DIAMOND PLGD.	2000 N. 8 TH ST.
008	EAST POPLAR PLGD.	8 TH & PARRISE STS.
009	FRANCISVILLE PLGD.	FRANCIS & SHIRLEY STS.
010	HAGERT PLAYGROUND	2000 HAGERT ST.
011	HERSCH REC. CENTER	3201 N. 5 TH ST.
012	PENROSE PLAYGROUND	1101 W. SUSQUEHANNA AVE.
013	M.L. KING REC. CTR.	22 ND & CECIL B. MOORE AVE.
014	MANDER REC. CTR.	33 RD & DIAMOND STS.
015	CECIL B. MOORE REC.	2551 N. 22 ND STS.
016	MOYLAN REC. CTR.	2501 W. DIAMOND STS.
017	BLACK LUTHERAN COMM.	2148-50 N. CARLISLE STS.
019	NORTHERN LIBERTIES REC.	321 FAIRMOUNT AVE.
020	WILLIAM PENN HIGH SCH.	BROAD & MASTER STS.
021	PANATI PLAYGROUND	22 ND & CLEARFIELD ST.
022	IGLESIA PENTECOSTAL CH.	2400-02 N. 4 TH ST.
023	SCHWARTZ PLAYGROUND	10 TH & JEFFERSON STS.
024	SCHMIDT PLAYGROUND	HOWARD & ONTARIO ST.
025	TOWEY PLAYGROUND	1800 N. HOWARD ST.
026	HANCOCK PLAYGROUND	HANCOCK & MASTER STS.
027	WATERLOO PLAYGROUNDD	2501 WATERLOO ST.
028	MINISTERIO REFUGIO CE.	3036 N. 5 TH ST.
029	COMMITTEE FOR A BETTER	1401 W. YORK ST.
030	3100 N. PERCY ST.	3128 N. PERCY ST.
031	400 W. RAYMOND ST.	426 W. RAYMOND ST.
032	FELTONVILLE REC. CTR.	"B" ST. & WYOMING AVE.
035	200 WISHART ST.	204 E. WISHART ST.
036	FREEDOM THEATRE	MITTEN HALL (BROAD & BERKS)
037	CHURCH OF MINISTRIES	3012 W. GIRARD AVE.
042	VISION OF MISSION	2319-25 N. 11 TH ST.
043	3700 N. PERCY ST.	3713 N. PERCY ST.
044	400 W. CAREY ST.	433 W. CAREY ST.
046	2800 W. CLEMENTINE ST.	2830 W. CLEMENTINE ST.

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
047	2500 N. FRANKLIN ST.	2511 N. FRANKLIN ST.
048	2300 N. CARLISLE ST.	2317 N. CARLISLE ST.
049	2400 W. TORONTO ST.	2411 W. TORONTO ST.
050	FAMILY COURT	1801 VINE ST.
051	1200 W. FIRTH ST.	1213 W. FIRTH ST.
052	TRIUMPH BAPTIST CH.	1538 W. WINGOHOCKING ST.
053	ALOHA TUTORIAL CAMP	FAIRMOUNT PARK
054	2400 W. TURNER ST.	2428 W. TURNER ST.
055	STENTON PARK PLGD.	17 TH & COURTLAND ST.
056	2000 MONMOUTH ST.	2075 MONMOUTH ST.
057	100 E. WILLARD ST.	132 E. WILLARD ST.
058	2900 N. CAMAC ST.	2939 N. CAMAC ST.
059	4400 N. CLEVELAND ST.	4419 N. CLEVELAND ST.
060	2500 N. COLORADO ST.	2543 N. COLORADO ST.
061	2300 N. BEECHWOOD ST.	2343 N. BEECHWOOD ST.
062	3700 N. DARIEN ST.	3759 N. DARIEN ST.
064	MONTGOMERY TOWNHOUSE	1822A N. 20 TH ST.
065	3300 N. BAILEY ST.	3314 N. BAILEY ST.
066	2500 N. DOUGLAS ST.	2538 N. DOUGLAS ST.
067	2800 N. MARSTON ST.	2854 N. MARSTON ST.
068	1400 N. DOVER ST.	1412 N. DOVER ST.
069	QUAKER CITY GOLF CLUB	3435 OLD YORK RD.
070	1000 E. EARL ST.	1028 E. EARL ST.
071	4000 N. DARIEN ST.	4016 N. DARIEN ST.
072	2200 N. FRANKLIN ST.	2230 N. FRANKLIN ST.
073	2600 N. MARSHALL ST.	2642 N. MARSHALL ST.
074	2300 COLORADO ST.	2323 N. COLORADO ST.
075	1200 W. HILTON ST.	1231 W. HILTON ST.
077	2000 N. LAWRENCE ST.	2026 N. LAWRENCE ST.
078	1600 N. MARSHALL ST.	1613 N. MARSHALL ST.
079	2100 N. NEWKIRK ST.	2141 N. NEWKIRK ST.
082	2400 N. NAPA ST.	2410 N. NAPA ST.
083	1700 N. DOVER ST.	1730 N. DOVER ST.
084	1700 N. TANEY ST.	1732 N. TANEY ST.
085	1900 N. PATTON ST.	1946 N. PATTON ST.
086	4100 N. REESE ST.	4137 N. REESE ST.
087	2700 N. REESE ST.	2736 N. REESE ST.
088	3000 N. STILLMAN ST.	3032 N. STILLMAN ST.
089	3000 N. LEE ST.	3028 N. LEE ST.
090	2400 N. MYRTLEWOOD ST.	2415 N. MYRTLEWOOD ST.
092	CAMP A-GA-PE	26 TH & LEHIGH AVE.
093	COLORADO COMM.	2243-57 N. 20 TH ST.

094

2000 N. ETTING ST.

2017 N. ETTING ST.

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
095	FELLOWSHIP TAB. CH.	1526 W. CUMBERLAND ST.
096	2900 N. REESE ST.	2927 N. REESE S.
098	4200 N. FAIRHILL ST.	4229 N. FAIRHILL ST.
100	2200 N. VANPELT ST.	2228 N. VAN PELT ST.
101	2800 N. BAMBREY ST.	2844 N. BAMBREY ST.
103	NORRIS ST. PLGD.	3 RD & NORRIS ST.
104	3800 N. MARSHALL ST.	3810 N. MARSHALL ST.
105	3700 N. DELHI ST.	3746 N. DELHI ST.
106	2500 N. SPANGLER ST.	2534 N. SPANGLER ST.
108	3000 W. PAGE ST.	3020 W. PAGE ST.
110	2900 W. TURNER ST.	2940 W. TURNER ST.
111	TOT LOT	1307 WILLIAMS ST.
112	3500 N. CAMAC ST.	3528 N. CAMAC ST.
114	4500 N. HICKS ST.	4509 N. HICKS ST.
115	2800 ROSEHILL ST.	2827 ROSEHILL ST.
116	1500 W. FONTAIN ST.	1522 W. FONTAIN ST.
117	1500 N. FRANKLIN ST.	1500 N. FRANKLIN ST.
118	3800 N. FRANKLIN ST.	3822 N. FRANKLIN ST.
119	3900 N. DARIEN ST.	3936 N. DARIEN ST.
120	PERFORMING ARTS	BROAD & GREEN STS.
121	2800 N. VAN PELT ST.	2854 N. VAN PELT ST.
122	3100 W. GORDON ST.	3114 W. GORDON ST.
123	400 N. HEWSON ST.	1933 N. 4 TH ST.
124	2600 N. PALETHORP ST.	2656 N. PALETHORP ST.
125	1900 N. NEWKIRK ST.	1927 N. NEWKIRK ST.
126	2400 N. STANLEY ST.	2436 N. STANLEY ST.
127	3600 N. PERCY ST.	3605 N. PERCY ST.
128	3500 N. WARNOCK ST.	3526 N. WARNOCK ST.
129	400 ST. PAUL ST.	4325 N. 5 TH ST.
130	800 N. CAPITOL ST.	817 N. CAPITOL ST.
131	CALVARY'S UNITED CH.	2650 N. 29 TH ST.
132	3400 ORMES ST.	3440 ORMES ST.
133	GIRL SCOUTS	10 TH & HUNTING PARK AVE.
134	HOLY CHRISTIAN CH.	2907 RIDGE AVE.
136	19000 N. TAYLOR ST.	1926 N. TAYLOR ST.
137	1000 W. ORLEANS ST.	1013 W. ORLEANS ST.
138	UNITED BAPTIST CH.	25 TH & THOMPSON ST.
139	2500 W. ARIZONA ST.	3524 w. ARIZONA ST.
140	3200 W. ARLINGTON ST.	3228 W. ARLINGTON ST.
142	1500 BROWN ST.	1526 BROWN ST.
143	2900 W. ARIZONA ST.	2933 W. ARIZONA ST.
144	2200 N. CHADWICK ST.	2224 N. CHADWOCK ST.

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
146	4500 N. 19 TH ST.	4565 N. 19 TH ST.
147	3100 W. CLIFFORD ST.	3115 W. CLIFFORD ST.
148	3100 N. CROSKEY ST.	3111 N. CROSKEY ST.
149	1400 N. CORLIES ST.	1428 N. CORLIES ST.
151	2500 W. STERNER ST.	2537 W. STERNER ST.
152	2600 N. NAPA ST.	2658 N. NAPA ST.
153	2700 N. WATERLOO ST.	2742 N. WATERLOO ST.
154	KENSINGTON TOWNHOUSE	2607 N. HOWARD ST.
155	2100 N. MARSTON ST.	2124 N. MARSTON ST.
156	2500 N. MARSTON ST.	2509 N. MARSTON ST.
157	GREATER STRAIGHTWAY CH.	1705 N. 7 TH ST.
158	600 W. MAYFIELD ST.	603 W. MAYFIELD ST.
159	1600 WALLACE ST.	1628 WALLACE ST.
161	4500 N, REESE ST.	4524 N. REESE ST.
163	3400 N. PALETHORP ST.	3425 N. PALETHORP ST.
165	2600 N. CORLIES ST.	2602 N. CORLIES ST.
166	2500 N. GRATZ ST.	2521 N. GRATZ ST.
168	HILDERBRAND COMM. CTR.	2104-06 N. WOODSTOCK ST.
170	2800 N. BONSALL ST.	2831 N. BONSALL ST.
171	3600 N. 3 RD ST.	3630 N. 3 RD ST.
172	1800 N. TAYLOR ST.	1842 N. TAYLOR ST.
173	3000 N. WARNOCK ST.	3032 N. WARNOCK ST.
175	1900 W. WILLARD ST.	1940 W. WILLARD ST.
177	PHILA. DEPT. REC. GOLF	SMITH MEM. PLGD.
180	900 W. STERNER ST.	906 W. STERNET ST.
183	800 N. LAWRENCE ST.	847 N. LAWRENCE ST.
184	2500 N. LAWRENCE ST.	2534 N. LAWRENCE ST.
187	2500 N. NEWKIRK ST.	2531 N. NEWKIRK ST.
188	2800 N. NEWKIRK ST.	2825 N. NEWKIRK ST.
189	HART PARK	1315 N. 4 TH ST.
195	3300 N. LEE ST.	3340 N. LEE ST.
196	NAT'L TEMPLE CHURCH	1628 W. MASTER ST.
197	3500 N. RANDOLPH ST.	3515 N. RANDOLPH ST.
198	600 W. RUSSELL ST.	648 W. RUSSELL ST.
199	3100 N. SHERIDAN ST.	3114 N. SHERIDAN ST.
501	GREATER EBENEZER B.C.	3200 N. BROAD ST.
506	500 E. HILTON ST.	520 E. HILTON S.
514	2500 N. MARSHALL ST.	2531 N. MARSHALL ST.
519	3000 N. MARVINE ST.	3017 N. MARVINE ST.
520	1300 N. MYRTLEWOOD ST.	1328 N. MYRTLEWOOD ST.
523	2700 N. GARNET ST.	2756 N. GARNET ST.

SITE	NAME	LOCATION
524	197 COMMUNITY CENTER	1642 W. SUSQUEHANNA AVE.
525	COMMUNITY CONCERN #13	2423 N. 27 TH ST.
527	2000 N. BOWARD ST.	2046 N. BOWARD ST.
528	WEST POPLAR APTS.	1204 MELON ST.
531	2400 N. GARNET ST.	2447 N. GARNET ST.
532	100 W. WISHART ST.	148 W. WISHART ST.
533	MCVEIGH REC. CTR.	D & ONTARIO STS.
536	3100 BANCROFT ST.	3124 BANCROFT ST.
537	3000 N. FRANKLIN ST.	3017 N. FRANKLIN ST.
539	CAMP DISCOVERY U.M.C.	26 TH & ALLEGHENY AVES.
540	1900 N. CROSKEY ST.	1933 N. CROSKEY ST.
543	3400 CRYSTAL ST.	3452 CRYSTAL ST.
544	3200 POTTER ST.	3211 POTTER ST.
548	SONNY FORTUNE PLAY LOT	2335 N. 5 TH ST.
549	EAROLD ST. COMM. CTR.	2616 N. 12 TH ST.
570	2200 W. ESTAUGH ST.	2224 W. ESTAUGH ST.
571	3900 N. DELHI ST.	3905 N. DELHI ST.
572	2500 N. SARTAIN ST.	2515 N. SARTAIN ST.
573	3000 FONTAIN ST.	3020 FONTAIN ST.
574	3000 N. ORIANNA ST.	3031 N. ORIANNA ST.
575	COOP HELPING HANDS	2135 WATTS ST.
576	2800 N. TANEY ST.	2827 N. TANEY ST.
579	2400 W. CLIFFORD ST.	2412 W. CLIFFORD ST.
580	3000 N. SWANSON ST.	3024 N. SWANSON ST.
581	2800 N. SWANSON ST.	2829 N. SWANSON ST.
582	3300 N. SMEDLEY ST.	3326 N. SMEDLEY ST.
583	2400 N. DOUGLAS ST.	2429 N. DOUGLAS ST.
584	3800 N. FAIRHILL ST.	3845 N. FAIRHILL ST.
586	600 E. LIPPINCOTT ST.	635 E. LIPPINCOTT ST.
587	2100 E. LETTERLY ST.	2171 E. LETTERLY ST.
590	2700 N. RINGGOLD ST.	2757 N. RINGGOLD ST.
669	BLDG. YOUNG ENTRE.	2221-25 N. BROAD ST.
670	CECIL B. MOORE SERIVCE	1602 N. 16 TH ST.
671	SCHUYLKILL DIST. COUN.	2418 W. YORK ST.
672	2200 VAN PELT ST.	2228 N. VAN PELT ST.
680	3400 N. PHILIP ST.	3431 N. PHILIP ST.
681	2400 W. FIRTH ST.	2425 W. FIRTH ST.
683	3000 POTTER ST.	3089 POTTER ST.
684	TRUE LIGHT PENTECOSTA	2530 N. 4 TH ST.
685	3300 RAND ST.	3321 RAND ST.
686	3300 MALTA ST.	3342 MALTA ST.
687	3400 N. BODINE ST.	3419 N. BODINE ST.

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
688	200 E. TUSCULUM ST.	243 E. TUSCULUM ST.
691	3200 N. CARLISLE ST.	3225 N. CARLISLE ST.
692	LIBERTY VIEW COMM. HLTE.	3250 N. 17 TH ST.
693	2900 W. WISHART ST.	2926 W. WISHART ST.
694	2500 W. SILVER ST.	2519 W. SILVER ST.
695	1900 W. FLORA ST.	2921 W. FLORA ST.
696	3200 W. ARIZONA ST.	3212 W. ARIZONA ST.
697	1500 N. HOLLYWOOD ST.	1508 N. HOLLYWOOD ST.
698	1700 N. BAILEY ST.	1729 N. BAILEY ST.
699	3300 W. HAROLD ST.	3320 W. HAROLD ST.
716	200 E. MERCER ST.	219 E. MERCER ST.

SECTOR II

THE AREA COVERED BY SECTOR II INCLUDES THE FOLLOWING ZIP CODES:

11,14,15,16,18,19,20,24,26,27,28,35,36,37,38,41,44,49,50,52 & 54

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
200	AWBURY REC CTR.	6101 ARLEIGH ST.
201	BELFIELD REC. CTR.	21 ST & CHEW AVE
202	BARRETT PLGD.	8 TH & DUNCANNON ST.
203A	CIONE PLGD. DAY CAMP	ARAMINGO & LEHIGH AVE.
204	MALLERY REC. CTR.	JOHNSON & MORTON ST.
206	FAITH SMALL WORLD	7255 OGONTZ AVE.
207	FOX CHASE REC. CTR.	ROCKWELL & RIDGEWAY AVE.
208	ROCKY FALLS DAY CAMP	FRANKFORD AVE. & SOLLY ST.
209	LUBEL'S HOUSE OF LEARN.	7146 LIMEKILN PIKE
210	HAPPY HALLOW PLGD.	4800 WAYNE AVE.
211	JARDEL REC. CTR.	COTTMAN & PENNYPACK AVES.
212	HOLME DAY CAMP	HOLME AVE & WILLITS RD.
213	VOGT REC. CTR.	6700 COTTAGE ST.
214	MORRIS ESTATE REC.	16 TH & CHELTEN AVE.
215	MT. AIRY PLGD.	GERMANTOWN & SEDGEWICK AVE
216	OLNEY REC. CTR.	"A" ST. & CHAMPLOST AVE.
217	FIRE DEPT.	STATE RD & PENNYPACK ST.
218	PICOLI PLGD.	CASTOR & CAYUGA ST.
219	PLEASANT PLGD.	PLEASANT & BOYER ST.
220	SALVATION ARMY NE CORPS	4344 FRANKFORD AVE.
221	SIMONS REC. CTR.	WALNUT LN. & WOOLSTON AVE.
222	STURGIS PLGD.	2 ND & 65 TH AVE
223	TARKEN REC. CTR.	FRONTENAC & ROBBINS ST.
224	TOMLINSON GIFFORD PLGD.	TOMLINSON RD & GIFORD ST.
225	CHALFONT PLGD.	CHALFONT & DEERPATH LN.
226	WATERVIEW REC. CTR.	RITTENHOUSE & MCMAHON ST.
227	WISTER PLGD.	BAYNTON & SHEDAKER ST.
228	NEW BETHEL COMM. CTR.	6153 GERMANTOWN AVE
229	HOLY CROSS LUTH.	500 E. MT. PLEASANT AVE.
230	EMANUEL DAY CAMP	8530 PICKERING AVE
232	RAMP DAY CAMP	ROWLAND & SOLLY AVE.
233	ALSTON CHRISTIAN DAY CP	512 E. WASHINGTON LN.
234	SMITH PLGD.	EAST FAIRMOUNT PK
236	FIRST STEPS CHILD CARE	3714 MIDVALE AVE.
237	4800 N. MARSHALL ST.	4816 N. MARSHALL ST.
238	KAOREAN COMM. DEV.	6055 N. 5 TH ST.
240	N.E. FAMILY BRANCH YMCA	11088 KNIGHTS RD.
241	W. OAK LN. CHURCH OF GOD	7516 WILLIAMS AVE.
243	YWCA OF GERMANTOWN	5820 GERMANTOWN AVE
244	6400 N. BEECHWOOD ST.	6425 W. BEECHWOOD ST.
246	SECOND MACEDONIA BAPT.	13 TH & RUSCOMB ST.
248	KENDRICK REC. CTR.	5800 RIDGE AVE.

249

5200 N. WARNOCK ST.

5219 N. WARNOCK ST.

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
250	FINLEY REC. CTR.	HORTTER & MANSFIELD ST.
251	FERKO PLGD.	1001 E. CAYUGO ST.
252	6500 N. WOODSTOCK ST.	6560 N. WOODSTOCK ST.
253	1900 ELSTON ST.	1968 ELSTON ST.
254	200 W. APSLEY ST.	214 W. APSLEY ST.
255	PHILA. CHURCH OF GOD	7400 E. WALNUT LN.
256	GEORGE WATERS FUTURE	WASHINGTON LN & MUSGRAVE ST
257	REDEEMER (PENCREST)	3467 W. PENN ST.
259	KINDER TAG LEARN. CTR.	2006 STENTON AVE.
261	5000 WADE ST.	5048 WADE ST.
262	3800 ARCH ST.	3820 ARCHER ST.
263	UNIT.MIN. FOR ALL PEOP.	132 W. RITTENHOUSE ST.
265	200 W. SULIS ST.	253 W. SULIS ST.
267	4800 N. LAWRENCE ST.	4816 W. LAWRENCE ST.
269	WISTER TOWNHOUSES RES.	5185 RUBICAM ST.
270	ROCK CHRISTIAN CTR.	813 W. ERIE AVE
272	HILLSIDE REC. CTR.	200 FOUNTAIN ST.
273	LOVING CARE DAY CARE	6411 OLD YORK RD.
275	CHERASHORE PLGD.	CHEW AVE & 10 TH ST.
277	SUFFOLK MANOR	1416 CLEARVIEW ST.
278	100 RAYMOND ST.	164 RAYMOND ST.
279	400 MILLER ST.	428 MILLER ST.
280	5600 HEISKELL ST.	5650 HEISKELL ST.
282	4900 N. FRANKLIN ST.	4945 N. FRANKLIN ST.
283	4900 GRANSBACK ST.	4944 GRANSBACK ST.
285	4900 N. HUTCHINSON ST.	4925 N. HUTCHINSON ST.
286	UNITE BLK. CLAPIER ST.	4958 WAKEFIELD ST.
288	DENI PLGD.	RUAN & LEIPER ST.
289	WATER TOWER REC. CTR.	HARTWELL LN & ARDLEIGH ST.
290	WHITEHALL COMMONS PLGD.	DITMAN & WAKELING ST.
291	1800 PENFIELD ST.	1825 PENFIELD ST.
292	1600 W. MENTOR ST.	1625 W. MENTOR ST.
293	VENICE ISLAND PLGD.	COTTON ST. & SCHUYLKILL CANAL
296	FISHER'S CROSSING APTS.	4901 STENTON AVE.
297	LONNIE YHOUNG REC. CTR.	CHELTEN & ARDLEIGH ST.
298	SAMUEL REC. CTR.	GAUL & TIOGA ST.
678	4200 N. FRANKLIN ST.	4249 N. FRANKLIN ST.
713	4700 GRISCOM ST.	4714 GRISCOM ST.
717	4700 MARVINE ST.	4720 MARVINE ST.

SECTOR III

THE AREAS COVERED BY SECTOR III INCLUDES THE FOLLOWING ZIP CODES:

01,02,03,04,05,06,07,31,39,42,43,45,46,47,48,51 & 53

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
300	MARIAN ANDERSON REC.	744 S. 17 TH ST.
302	CONESTOGA DAY CAMP	53 RD 7 MEDIA ST.
303	CHEW PLAYGROUND	19 TH & WASHINGTON AVE.
304	A.W.CHRISTY REC. CTR.	56 TH & CHRISTIAN ST.
305	MANTUA COMMUNITY DEV.	33 RD & WALLACE ST.
306	BAKER PLAYGROUND	CONESTOGA & LANSDOWNE AVE.
308	EASTWICK REGIONAL PK	80 TH & MARS PLACE
309	5500 IRVING ST.	5509 IRVING ST.
311	FORD RECREATION CTR.	635 SNYDER ST.
312	GRANAHAN PLAYGROUND	65 TH & CALLOHILL ST.
313	ISLAND RD. & SAYBROOK	ISLAND RD. & SAYBROOK AVE.
314	KINGSESSINGDDAY CAMP	50 TH & CHESTER AVE.
316	MANTUA REC. CTR.	34 TH & HAVERFORD AVE.
318	MCCREESH DAY CAMP	67 TH & REGENT ST.
319	WOODLAND AVE. PRES.	6601 WOODLAND AVE.
320	F.J. MYERS REC. CTR.	58 TH & KINGSESSING AVE.
321	PARKSIDE ASSOC.	53 RD & PARKSIDE
322	PEPPER PLAYGROUND	84 TH & LYONS ST.
323	J. FINNEGAN PLAYGROUND	69 TH & DICKS AVE.
324	WYNNEFIELD RES. ACCOS.	5301 OVERBROOK AVE.
325	ALLEYNE A.M.E.Z. CH.	55 TH & THOMPSON ST.
326	SAYRE-MORRIS REC. CTR.	5835 SPRUCE ST.
328	SHEPARD REC. CTR.	57 TH & HAVERFORD AVE.
329	LLOYD'S LOVE BUG DCARE	5643 SPRUCE ST.
331	TUSTIN PLAYGROUND	60 TH & COLUMBIA AVE.
332	LAO FAMILY COMM. CTR.	2136 S. 6 TH S.T
333	WEST MILL CREEK PLGD.	51 ST & RENO ST.
334	48 TH & WOODLAND PLGD.	48 TH & WOODLAND AVE
335	COLUMBUS SQUARE	12 TH & WHARTON ST.
336	MONTE-VISTA TENANTS	917 N. 63 RD ST.
337	5500 LUDLOW ST.	5541 LUDLOW ST.
339	HADDINGTON TOWNHOUSES	5437 WYALUSING AVE.
340	PHILA.CON.ABOUT HOUS.	21 S. 61 ST ST.
342	FIRST TIMOTHY BAPTIST	3940 W. GIRARD AVE.
343	S.W. COMM. SERVICES	7001 WOODLAND AVE.
344	CAMP PEP	GREENFIELD ELEM. SCHOOL
345	SANCTUARY PRE-SCHOOL	503 S. 61 ST ST.
346	NEW GETHSAMANE BAPT.	2301 WHARTON ST.
348	MANTUA COMM. DEV.	36 TH & ASPEN ST.
349	TOTS LEARN TO LEARN CTR.	1232 S. 58 TH ST.
350	5400 PENTRIDGE ST.	5425 PENTRIDGE ST.
352	3800 RENO ST.	3835 RENO ST.

353

YOU & ME CHILD DEV. CTR. 5337 WYNNEFIELD AVE.

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
354	6000 ALLMAN ST.	6056 ALLMAN ST.
355	5400 ADDISON ST.	5431 ADDISON ST.
357	CONCERNED CITIZENS COM.	37 S. MILLICK ST.
358	300 DALY ST.	355 DALY ST.
359	2400 S. SHERIDAN ST.	2427 S. SHERIDAN ST.
361	4900 OLIVE ST.	4928 OLIVE ST.
362	1200 GREYLOCK ST.	1242 GREYLOCK ST.
363	200 N. HOBART ST.	253 N.HOBART ST.
364	3800 BRANDYWINE ST.	3833 BRANDYWINE ST.
365	800 N. JUNE ST.	831 N. JUNE ST.
366	5500 LINMORE ST.	5513 LINMORE ST.
368	5600 ELLIOTT ST.	5618 ELLIOTT ST.
369	4200 OTTER ST.	4215 OTTER ST.
372	100 N. PEACH ST.	110 N. PEACH ST.
374	1100 S. RUBY ST.	1100 S. RUBY ST.
375	6000 REINHARD ST.	6061 REINHARD ST.
376	5400 DELANCY ST.	5401 DELANCY ST.
377	5400 REGENT ST.	5410 REGENT ST.
378	5500 MALCOLM ST.	5526 MALCOLM ST.
379	800 N. HOLLY ST.	876 N. HOLLY ST.
380	4300 PENNSGROVE ST.	4318 PENNSGROVE ST.
381	5900 TRINITY ST.	5963 TRINITY ST.
382	6100 UPLAND ST.	6113 UPLAND ST.
383	SAYRE MIDDLE SCHOOL	58 TH & WALNUT ST.
386	2700 S. MARSHALL ST.	2702 S. MARSHALL ST.
387	2000 WILDER ST.	2027 WILDER ST.
388	5700 WINDSON AVE.	5718 WINDSOR AVE.
389	1132 S.WILTON ST.	1132 S. WILTON ST.
391	ACCESS TO EXCELLENCE	5400 CHESTER AVE.
393	WATERS MEMORIAL COMM	1016-18 SOUTH ST.
395	3900 BRANDYWINE ST.	3925 BRANDYWINE ST.
397	1500 S. BEULAH ST.	710 DICKINSON ST.
403	1500 DORRANCE ST.	1508 DORRANCE ST.
404	L&L DANCE & SPORTS	6016 WALNUT ST.
405	1300 S. RUBY ST.	1314 S. RUBY ST.
406	CLAYBORNE/LEWIS CTR.	38 TH & POPLAR STG.
408	GREATER PHILA.OVERSEAS	4414 CHESTNUT ST.
409	TINDLEY TEMPLE U.M.	750-762 S. BROAD STG.
411	200 S. ALDEN ST.	209 S. ALDEN ST.
412	1200 S. HARMONY STG.	1213 S. HARMONY ST.
413	2000 S. ALDEN ST.	2061 S. ALDEN ST.
415	FAIRMOUNT PK. TENNIS	PARKSIDE & CONCOURSE DR.

416

1700 S. DORRANCE ST.

1713 S. DORRANCE ST.

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
417	2300 WATKINS ST.	2339 WATKINS ST.
418	5300 DELANCY ST.	5304 DELANCY ST.
419	5600 APPLETREE ST.	5641 APPLETREE ST.
420	WESTMINSTER PRESBT.	5641 & CHESTER AVE.
421	7000 UPLAND ST.	7033 UPLAND ST.
424	600 N. SICKLES ST.	661 N. SICKLES ST.
425	200 N. CECIL ST.	215 N. CECIL ST.
426	4100 CAMBRIDGE ST.	4121 CAMBRIDGE ST.
428	HOLY SPIRIT LEAD'S	1843 S. 22 ND ST.
429	1200 S. BONSALL ST.	1225 S. BONSALL ST.
431	2800 S. FAIRHILL ST.	2817 S. FAIRHILL ST.
432	5400 NORFOLK ST.	5412 NORFOLK ST.
433	1800 DALY ST.	1821 DALY ST.
434	CHURCH OF GOD & SAINT	602-14 S. BROAD ST.
435	1900 ANNIN ST.	1913 ANNIN ST.
436	1000 S. BOUVIER ST.	1009 S. BOUVIER ST.
438	1900 MOUNTAIN ST.	1916 MOUNTAIN ST.
439	400 DURFOR ST.	413 DURFOR ST.
441	1900 S. BEECHWOOD ST.	1937 S. BEECHWOOD ST.
443	3800 MELON ST.	3822 MELON ST.
445	5200 RODMON ST.	5210 RODMAN ST.
446	5700 REEDLAND ST.	5710 REEDLAND ST.
447	5324 REINHARD ST.	5324 REINHARD ST.
448	100 N. WANAMAKER ST.	153 N. WANAMAKER ST.
449	1500 S. STILLMAN ST.	1538 S. STILLMAN ST.
450	500 S. YEWDALL ST.	541 S. YEWDALL ST.
453	1300 HANSEN ST.	1311 HANSEN ST.
454	EMANUEL LUTHERAN CH.	1001 S. 4 TH ST.
455	5000 W. STILES ST.	5014 W. STILES ST.
456	100 N. LINDENWOOD ST.	151 N. LINDENWOOD ST.
457	1400 S. TAYLOR ST.	1425 S. TAYLOR ST.
461	2000 KIMBALL ST.	2039 KIMBALL ST.
462	1100 S. PAXON ST.	1136 S. PAXON ST.
463	1300 S. PAXON ST.	1325 S. PAXON ST.
464	1700 S. YEWDALL ST.	1711 S. YEWDALL ST.
465	5300 PENTRIDGE ST.	5342 PENTRIDGE ST.
466	1200 PIERCE ST.	1262 PIERCE ST.
467	4900 RENO ST.	4944 RENO ST.
470	2600 WILDER ST.	2638 WILDER ST.
471	1800 S. ALLISON ST.	1835 S. ALLISON ST.
472	600 N. YEWDALL ST.	653 N. YEWDALL ST.
480	2100 EARP ST.	2121 EARP ST.

481

2300 PIERCE ST.

2307 PIERCE ST.

<u>SITE</u>	<u>NAME</u>	<u>LOCATION</u>
483	1800 S. RINGGOLD ST.	1803 S. RINGGOLD ST.
484	4264 VIOLA ST.	4264 VIOLA ST.
485	700 WINTON ST.	724 WINTON ST.
486	2600 S. FAIRHILL ST.	2627 S. FAIRHILL ST.
489	2200 MADISION SQ.	2206 MADISON SQ.
492	600 CROSS ST.	623 CROSS ST.
493	1500 S. ETTING ST.	1538 S. ETTING ST.
494	1500 S. GARNET ST.	1527 S. GARNET ST.
495	1000 S. ITHAN ST.	1018 S. ITHAN ST.
496	2200 S. LATONA ST.	2217 S. LATONA ST.

ATTACHMENT B

AFTER SCHOOL SNACK PROGRAM

DISTRICTS 1 THROUGH 10

Hard copy of this attachment is available by calling the Public Information Counter of the Procurement Department at (215) 686-4755.

ATTACHMENT B

Facility List - By District

C = Community Site
LK = Latchkey Site

<u>Facility Name</u>	<u>District #</u>	<u>Address</u>	<u>Zip Code</u>	<u>Phone #</u>	<u>Facility Manager</u>	<u>Est. Qty Per Week</u>
Boyle	1	Kelvin & Napler	19116	685-0367	Joseph DeMayo	75
Fox Chase	1	Rockwell & Ridgeway	19111	685-0575	John Curry	150
Gifford	1	Tomlinson & Gifford	19116	685-0377	Arthur Comas	75
Houseman	1	Summerdale & Godfrey	19124	685-1240	Carl Holod	75
Jardel	1	Cottman & Pennway	19111	685-0598	Donna McKinney	125
Lawncrest	1	Rising Sun & Comly	19111	685-0597	Cathy M. Carchidi	75
Lower Mayfair	1	Robbins & Hawthorne	19135	685-1227	Lance Topey	75
Max Myers	1	Oakland & Magee	19111	685-1242	Erica Young	125
Tarken	1	LK Frontenac & Levick	19111	685-1226	George Kitchell	125
Chalfont	2	Chalfont & Deepath	19114	685-9392	Paul Dignam	75
Disston	2	Disston & Glenloch	19135	685-8750	Joseph Szumanski	120
Fitzpatrick	2	Academy & Torrey	19154	685-9395	Pat McGrail-Schiffler	75
Jacobs	2	Linden & Jackson	19114	685-8748	Charles Hucker	75
Junod	2	Dunks Ferry & Mechanicsville	19154	685-9396	Patricia Rooney	75
Mitchell	2	Morrell & Crown	19114	685-9394	Thomas McAddress	75
Mullin	2	Princeton & Walker	19135	685-8757	Colleen Hanner	75
Ramp	2	Rowland & Solly	19136	685-8748	Ed Carpenter	125
Russo	2	Cottman & Torresdale	19135	685-8747	Karen Curry	75

Vogt	2	Cottage & Unruh	19135	685-8753	James Maggioncalda	75
Barrett	3	8th & Duncannon	19120	685-9146		75
Belfield	3	21st & Chew	19138	685-2220	Bob Murray	75
Feltonville	3	Ella & Wyoming	19120	685-9150	Edward Henninger	120
Ferko	3	"J" & Cayuga	19134	685-1224	Edward McLaughlin	75
Lonnie Young	3	Cheltenham & Ardleigh	19138	685-2236	Kenneth Murray	75
Morris Estate	3	16th & Cheltenham	19128	685-2891	Norman Cohen	75
Olney	3	"A" & Spencer	19120	685-2889	Thomas Crozier	75
Piccoli	3	Castor & Cayuga	19124	685-1249	Connie Rosenfeld	75
Stenton Park	3	17th & Courtland	19140	685-9147	Fletcher Anderson	75
Wister	3	Baynton & Shedaker	19144	685-2235	Presently Unknown	75
D. Emanuel	4	Pickering & Gowen	19150	685-9298	Thomas Hamilton	75
Hillside	4	Fountain & Fowler	19128	685-2595	Maryellen Brogan	75
Houston	4	Wissahickon & Grakyn	19128	685-2597	Thomas Carberry	150
Kendrick	4	Ridge & Pensdale	19128	685-2584	John Moffa	75
Mallery	4	Morton & Johnson	19144	685-2234	Leroy Berry	75
McDevitt	4	3501 Scotts Lane	19129	685-2197	Michael Barrett	75
Mt. Airy	4	Germantown & Sedgwick	19119	685-9297	Darlene Robinson	75
Pleasant	4	Boyer & Pleasant	19119	685-2230	Beverly Rolfsmeyer	75
Simons	4	Walnut Lane & Woolston	19138	685-2888	Lisa-Anne Kenny	75
Venice Island	4	Schuykill Canal & Cotton	19127	685-2598	William Ballou	75
Water Tower	4	Hartwell & Ardleigh	19118	685-9296	Thomas Corcoran	75
Waterview	4	Rittenhouse & McMahon	19144	685-2229	Cleo Prince	125
Finley	4	Upsal & Mansfield		685-2890	Stan Koropka	75
12th & Cambria	5	12th & Cambria	19133	685-9780	David Robinson	75
Amos	5	16th & Berks	19121	685-2708		125
Athletic	5	26th & Master	19121	685-2895	John McDermott	125
C.B. Moore	5	22nd & Huntington	19132	685-9755	Derra Jones	75
Clemente	5	18th & Wallace	19130	685-2760		75
Colorado Youth Community Center	5	C 2243-57 N. 20th	19132	232-7140		250

Dendy	5		10th & Jefferson	19122	685-2763	Carol Briggs	75
Dunbar	5		1750 N. 12th St.	19122	684-5065		75
Emanuel United	5	C	12th & York	19132	229-5301		75
Francisville	5		Francis & Shirley	19121	685-2762	Joan Bryant	75
Happy Hollow	5		Wayne & Logan	19144	685-2195	Stanley Williams	75
Mander	5		33rd & Diamond	19121	685-3894	Cheryl Baylor	75
Martin Luther King	5		22nd & Cecil B. Moore	19121	685-2733	Bill Malizia	150
Panall	5		22nd & Clearfield	19132	685-9760	Dwight Dockery	75
Penrose	5		12th & Susquehanna	19122	685-2711	Cynthia Young	75
Shuler	5		27th & Clearfield	19132	685-9750	Mike McKeown	75
Winchester	5		2332 N. 15th St.	19132	685-9770		75
8th & Diamond	6		8th & Diamond	19122	685-2761	James Ball	75
Atonement Lutheran	6	C	1532 E. Montgomery	19125			75
Cione	6		Aramingo & Lehigh	19125	685-9880	Christine Reilly	125
Cohocksink	6		Cedar & Cambria	19134	685-9884	Eileen Sheridan	150
Cruz	6		6th & Master	19122	685-2759	Joseph Kaiser	650
East Poplar	6		9th & Parrish	19123	686-1786	Willie Coleman	75
Fishtown	6		E. Montgomery & Girard	19125	685-9885	George Hanlon	200
Franklin	6		Elkhart & Helen	19134	685-9899	Pete Gianniini	75
Lutheran Settlement/Moffet School	6	C	Howard & Oxford	19121	426-8610	Peggy Eagle	75
Nelson	6		3rd & Cumberland	19133	685-9890	Anthony Washington	200
Northern Liberties	6		321 Fairmount	19123	685-1785	Mary Kerr	75
Rivera	6		5th & Allegheny	19140	685-9887	Franz Ostertag	210
Shissler	6		Blair & Montgomery	19125	685-9888	Margaret Fitzgibbons	75
St. John's UMC/Hancock	6	C	1028 N. 3rd Street	19123			75
Towey	6		Howard & Berks	19125	685-9892	William Carney	75
Unad Safe Haven	6	C	2740 N. Front St.	19133			150
Visitation	6		"B" & 300 E. Lehigh Ave.	19125	634-8922	Sister Dolores Egner	75
American Legion	7		Torresdale & Devereaux	19135	685-8733	Anne Marie Dunn	75

Bethal Temple	7	C	228-34 E. Allegheny Ave.	19134	423-0986		75
Bridesburg	7		Bridgesburg & Ash	19134	685-1247	Jim Ritvalsky	110
Carmella	7		Tulip & Wakeling	19124	685-1235	Joseph Walton	75
Glavin	7		2600 E. Westmoreland	19134	685-9898	Gerry Moore	75
Heitzman	7		3631 Amber St.	19134	685-1244	Tom Dignam	75
McVeigh	7		"D" & Ontario	19124	685-9896	Chuck Donaldson	250
Monkiewicz	7		2301 Richmond St.	19134	685-9894	Robert Baldwin	75
New Frankford YMCA	7	C	4700 Lelper St.	19124	831-9500	Terry Tobin	175
Ramblers	7		1851 E. Tioga	19134	685-9999	Joe Brogan	75
Roosevelt	7		6455 Walker St.	19135	685-8754	Robert Kozlowski	125
Samuel	7		Tioga & Gaul	19134	685-1245	Michael Muszynski	150
Scanlon	7		"J" & tioga	19134	685-9893	Joyce Kelly	75
Schmidt	7		Howard & Ontario	19140	685-9895	Felix Rivera	225
Simpson	7		Arrott & Large	19124	685-1223	Joyce Finkelman	150
Simpson Memorial	7	C	Kensington at Monmuth St.	19134	432-7222		200
St. Philips UMC	7	C	"F" & Tioga St.	19134	634-5222		200
Welcome Center/Grace Church	7	C	Edgemont & Venango Sts.	19134	423-5844	Rose-Marie Riggio	175
Whitehall Commons	7		Ditman & Wakeling	19124	685-1243	Doris Roberts	75
Wissinoming	7		Frankford & Comly	19149	685-1498	Allen Wells	75
Baker	8		Conestoga & Lansdowne	19131	685-0261	Gerald Haygood	75
Belmont School	8	C	41st & Brown	19104	823-8208		75
Calvin Presbyterian	8	C	101 N. 60th & Master	19151	877-7711		5
Carousel House	8		N. Concourse & Belmont Ave.	19103	685-0160	Stu Greenberg	75
Christ Community Baptist Church	8	C	1224-30 N. 41st St.	19104	877-4000	Rev. White	75
Christy	8	LK	56th & Christian	19143	685-1997	Barbara Jones	150
Conestoga	8		53rd & Media	19131	685-0146	Celestine Marks	75
Granahan	8		65th & Callowhill	19151	685-1990	Peter Tomasselli	75
James Rhodes Elementary	8	C	50th & Parrish	19139	878-9224		75

Mantua	8		34th & Haverford	19104	685-7686	Donald Solomon	75
McAlpin	8		36th & Aspen	19104	685-7654	Arthur Bridges	75
Mill Creek	8		47th & Brown	19104	685-0260	Mike Jones	75
Rose	8		75th & Lansdowne	19151	685-0180	Laura Rogers	75
Sayre/Morris	8		59th & Spruce	19139	685-1993	Denny Williams	75
Shepard	8		57th & Haverford	19131	685-1991	James Mooty	75
St. James Community Church	8	C	6500 Haverford Ave.	19151	474-2680		110
Tustin	8		60th & Columbia	19131	685-0258	Jacqueline Sanders	75
West Mill Creek	8		51st & Reno	19104	685-0186	Yolanda Gadlin	75
48th & Woodland	9		48th & Woodland	19143	685-2692	Arthur McQuoid	75
Cibolli	9		77th & Elmwood	19153	685-4194	Mihael Grubb	75
Eastwick	9		80th & Mars Pl.	19153	685-4193	Deborah Landers	250
F.J. Myers	9		58th & Kingsessing	19143	685-2698	Eric Henninger	175
James Finnegan	9		69th & Grovers	19142	685-4191	Daryl L. Nelson	75
Kingsessing	9		50th & Chester	19143	685-2695	George Sumner	75
Lanier	9		29th & Tasker	19146	685-1597	Steve Smith	75
Larchwood Gardens	9	C		19153			75
Markward	9		Taney & Pine	19102	685-6649	Joseph Gibson	75
Pepper	9		84th & Lyons	19153	685-4195	Thomas Cunningham	75
Smith	9		24th & Jackson	19145	685-1989	Edward McKinney	75
Turner School	9		60th & 6000 Baltimore Ave.	19143	476-8702	Pat Evans	75
Vare	9		26th & Morris	19145	685-1876	Gary Waller	75
Wharton Square	9						75
Anderson	10		17th & Fitzwater	19146	685-6594	Carolyn White	150
Barry	10		18th & Bigler	19145	685-1886	Anthony Capuano	75
Capitolo	10		9th & Federal	19147	685-1883	Ralph Golden	75
Chew	10		19th & Washington	19146	685-6596	Kenny Jones	75
Columbus Square	10		12th & Wharton	19147	685-1890	Reggie DeCarlo	75
Ford	10		7th & Snyder	19148	685-1897	Eloise Pace	75

Guerin	10	16th & Jackson	19145	685-1894	John McBride	75
Hawthorne	10	12th & Carpenter	19147	685-1848	Rayburn Wright	150
Murphy	10	4th & Shunk	19148	685-1874	Gary McNully	75
Rizzo/Herron	10	American & Reed St.	19147	685-1593	William Mecchella	75
Starr Garden	10	600 Lombard	19147	686-1782	Alia-Sutton Bey	150
Palumbo	10	10th & Fitzwater	19147	685-1783	John McBride	75
DiSilvestro	10	15th & Morris	19145	685-1598	Kelly Lawlor	75
Shot Tower	10	Front & Carpenter	19147	685-1592	Ericka Garrett	75

ATTACHMENT C

**Hard copy of this attachment is available by calling the
Public Information Counter of the Procurement
Department at (215) 686-4755.**

ATTACHMENT D

BID BOND

CITY OF PHILADELPHIA



BID BOND

FOR CITY OF PHILADELPHIA BID NUMBER: _____
(Please Fill In)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ as Principal
(hereinafter called the "Principal Obligor"), and

_____ (as Surety) are jointly and severally held and firmly bound unto The City of Philadelphia, in the sum of **TEN PERCENT (10%) OF THE GROSS AMOUNT OF THE BID** lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns; to which payment, well and truly to be made we do bind ourselves and each of us, our and each of our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the _____ day of _____ two-thousand and eight (2008).

WHEREAS the above bounded Principal Obligor, submitted a bid pursuant to the above-referenced bid number to provide certain goods, services, or equipment to the City of Philadelphia.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the City of Philadelphia shall accept the bid of the Principal Obligor and the Principal Obligor shall enter into a contract with the City in accordance with the terms of such bid, and furnish such bond or bonds as are specified in the bid documents with good and sufficient surety, for the faithful performance of the contract; or in the event of the failure or refusal of the Principal Obligor to enter into such contract and give such bond or bonds, if the Principal Obligor shall pay to the City the difference between the amount specified in said bid and such larger amount for which the City may legally contract with another party to provide the goods, services, or equipment required by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

CORPORATE SEAL:

PRINCIPAL OBLIGOR:

President/Vice-President (SEAL)

Secretary/Treasurer (SEAL)

SURETY SEAL:

SURETY:

Attorney-In-Fact (SEAL)

INSTRUCTIONS:

- (1) ALL VENDORS MUST UTILIZE THIS BID BOND FORM WHEN SUBMITTING A BID TO THE CITY.
- (2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, BID BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE BID BOND THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE BID BOND.
- (3) BID BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

ATTACHMENT E

RECREATION CENTERS AND PLAYGROUND SITES

REFRIGERATUON DISTRIBUTION SCHEDULE

PHILADELPHIA DEPARTMENT OF RECREATION

RECREATION CENTERS

Site No.	Site Name	Breakfast	Lunch	Snack	Refrig. 23 Cu. Ft	Refrig. 49 Cu.Ft
0002	Athletic recreation Center	60	60		1	
0004	Cambria Recreation Center	25	25		1	
0007	8th & Diamond Recreation	40	40		1	
0009	Francisville Recreation Center	55	55		1	
0011	Rivera Recreation Center	100	100			1
0013	M.L. King Recreation Center	75	100			1
0014	Mander Recreation Center	20	20		1	
0015	Cecil B. Moore Recreation Ctr.	60	60		1	
0016	Hank Gathers/Moyland Rec. Ctr		130	130		1
0019	Northern Liberties Recreation Ctr	30	30		1	
0022	Shissler Recreation Center	25	25		1	
0023	Marie Dandy Recreation Center	50	50		1	
0026	Hancock Recreation Center		50	50	1	
0033	Winchester Recreation Center	20	20		1	
0038	Gustine Lake Recreation Center		35	35	1	
0042	Scanion Recreation Center	50	50		1	
0043	Cohocksink Recreation Center	50	50		1	
0219	Ramblers Recreation Center		30	30	1	
0300	Anderson Recreation Center	30	30		1	
0301	Shot Tower Recreation Center		35	35	1	
0304	Christy Recreation Center		75	75		1
0306	Baker Recreation Center		50	50	1	
0311	Ford Recreation Center	30	30		1	
0313	Island Rd. Recreation Center	25	25		1	
0314	Kingessing Recreation Center	160	160		1	1
0316	Mantua Recreation Center		50	50	1	
0319	Hawthorne Recreation Center	50	50		1	
0324	Murphy Recreation Center	40	40		1	
0326	Sayer/Morris Recreation Center	80	80			1
0328	Sheppard Recreation Center	60	60		1	
0331	Tustin Recreation Center		60	60	1	
0337	Rizzo Rink Recreation Center	40	40		1	
0338	Palumbo Recreation Center	100	100			1
0341	Belmont Recreation Center	50	50		1	
0342	Guerin Recreation Center	80	80			1
0357	Wharton Square Recreation Ctr.	30	30		1	
0362	Vare Recreation Center	95	95			1
0411	Capitolo Recreation Center	30	30		1	
0601	Belfield Recreation Center	60	60		1	
0602	Holme Recreation Center	30	30		1	
0605	Houseman recreation Center	50	50		1	
0606	Torresdale Recreation Center	30			1	
0610	Bridesburg Recreation Center		150	150	1	1
0612	Lawncrest Recreation Center	100	100		1	
0613	Vogt Recreation Center		45	30	1	
0614	Morris Estate Recreation Center		75	75		1

PHILADELPHIA DEPARTMENT OF RECREATION						
RECREATION CENTERS						
Site No.	Site Name	Breakfast	Lunch	Snack	Refrig. 23 Cu. Ft	Refrig. 49 Cu.Ft
0615	Cherashore Recreation Center	25	25		1	
0620	Disston Recreation Center		60	60	1	
0623	Junod Recreation Center	75	75			1
0625	Tarken Recreation Center	35	35		1	
0628	McDevitt Recreation Center	30	30		1	
0630	Boyle Recreation Center	45	45		1	
0663	Dorothy Emanuel Rec. Ctr.	35	35		1	
0634	Awbury Recreation Center		65	65		1
0635	Mallery Recreation Center	80	80			1
0638	Finley recreation Center	110	110			1
0639	Simons Recreation Center	100	100			1
0642	Holmesburg Recreation Center		30	30	1	
0643	Feltonville Recreation Center		100	100		1
0647	Water Tower Recreation Center	60	60		1	
0649	Olney Recreation Center	50	50		1	
0654	Rhawnhurst Recreation Center		50	50	1	
0690	Gambrel Recreation Center		40	40	1	
0721	Hillside Recreation Center	90	90			1
0722	Kendrick Recreation Center		75	75		1
0738	Jardel Recreation Center	25	25		1	
0816	Fishtown Recreation Center	30	30		1	
0882	Simpson Recreation Center		30		1	
		2620	3850	1190	51	19

PHILADELPHIA DEPARTMENT OF RECREATION						
PLAYGROUNDS						
Site No.	Site Name	Breakfast	Lunch	Snack	Refrig. 23 Cu. Ft	Refrig. 49 Cu.Ft
0001	Amos Playground	30	35			1
0005	Roberto Clemente Playground	25	25			1
0008	East Poplar Playground	30	30			1
0012	Penrose Plkayground		50	50		1
0020	Shuler Playground	30	30			1
0024	Schmidt Playground	35	35			1
0025	Towey Playground	50	50			1
0027	Waterloo Playground		50	50		1
0231	Franklin Playground	25	25			1
0303	Chew Playground	70	70			1
0305	Lanier Playground	25	25			1
0309	Parkside/Evans Playground		65	65		1
0312	Granahan Playground		45	45		1
0317	Starr Garden Playground	25	25			1
0318	McCreesh Playground	50	50			1
0321	James Finnegan Playground	60	60			1
0322	Pepper Playground	20	20			1
0323	Finnegan Playground	25	25			1
0332	Mill Creek Playground	50	50			1
0333	West Mill Creek Playground	60	60			1
0334	48th & Woodland Playground	30	30			1
0335	Columbus Square Playground	25	25			1
0336	Disilvestro Playground	25	25			1
0350	Rose Playground	25	25			1
0354	Markward Playground	80	80			1
0406	Clayborne Lewis Playground	50	50			1
0455	Seger Playground		30	30		1
0462	Smith Playground	25	25			1
0603	Cione Playground	25	25			1
0616	Meyers Playground	110	110			1
0618	Piccoli Playground	40	40			1
0619	Pleasant Playground	40	40			1
0622	Sturgis Playground	50	50			1
0627	Frankford Valley Playground	25	25			1
0631	Picariello Playground	35	35			1
0632	Ramp Playground	65	65			1
0636	Mt. Airy Playground	30	30			1
0640	Houston Playground		30	30		1
0641	Happy Hollow Playground	30	30			1
0644	McLlvain Playground	30	30			1
0645	Frank Gavin Playground	35	35			1
0648	Barrett Playground	40	40			1
0651	Ferko Playground	75	75			1
0671	Hayes Memorial Playground	40	40			1
0688	Camella Ditizio Playground	30	30			1
0695	Wissinoming Playground	30	30			1

PHILADELPHIA DEPARTMENT OF RECREATION						
PLAYGROUNDS						
Site No.	Site Name	Breakfast	Lunch	Snack	Refrig. 23 Cu. Ft	Refrig. 49 Cu.Ft
0698	Ziehler Playground	25	25		1	
0709	Rhawn day Camp	70	70			1
0724	Lackman Playground		40	40	1	
0762	Palmer Playground		30		1	
0798	Mitchell Playground	30	30		1	
0838	Mayfair School Playground	25	25		1	
1151	Sacks Playground		35	35	1	
		1750	2130	345	46	7

Attention Bidder:

This bid document may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include the following:

Exhibits

Drawings

Attached specifications

Attached documents

If you have not received a corresponding attachment, drawing or exhibit that is referenced in the bid document you may obtain it by contacting the Public Information Unit at 215-686-4720.



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that all your invoices contain the following information to help the City in paying you as quickly as possible.

- 1. AFTER THE DELIVERY OR SERVICES HAS BEEN COMPLETED YOU MUST SUBMIT THREE (3) COPIES OF AN INVOICE FOR PAYMENT TO THE RECEIVING DEPARTMENT LISTED ON THE PURCHASE ORDER.**
- 2. THE INVOICE MUST CORRECTLY REFERENCE THE PURCHASE ORDER NUMBER, THE VENDOR NAME, ADDRESS AND FEDERAL EMPLOYER IDENTIFICATION NUMBER.**
- 3. CHECKS WILL ONLY BE MADE PAYABLE TO THE COMPANY NAME AS SHOWN ON THE PURCHASE ORDER; THE INVOICE MUST REFLECT THIS SAME COMPANY NAME AS THE "PAY TO".**
- 4. THE INVOICE MUST SHOW THE QUANTITY AND TYPE OF ITEM OR SERVICE AND THE PRICE.**
- 5. THE UNIT OF PURCHASE ON THE INVOICE MUST AGREE WITH THE UNIT CITED ON THE PURCHASE ORDER. REFERENCE TO THE SPECIFIC LINE ITEM IS HELPFUL.**

Paying vendors is the responsibility of the *receiving* City Department(s), not the Procurement Department. Vendors should bring any problems concerning payments to the attention of the appropriate City receiving department. The name and number of the contact person can generally be found on the purchase order. If all necessary paperwork has been submitted to the department and questions still remain, vendors should contact:

**City of Philadelphia
Accounting Verification
Room 1340 Municipal Services Building
1401 J.F.K. Blvd.
Philadelphia, PA 19102
Tel. 215 686 6365**

VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM WWW.PHILA.GOV/BIDS.

BIDDERS GUIDELINES*

The following list will assist you in the preparation of your bid.

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Minority Business Council Participation is required be sure to fill out all appropriate forms. If you have questions call MBEC at (215) 686-6232.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet **all** qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. FAXed bids will not be accepted.
- **Do not** submit counter terms or conditions. **Your bid will be rejected**.
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts: All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

If you have questions call Public Information at (215) 686-4720.

*This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of this bid.



**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit**

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **fee of \$10.00** for **each** bid number requested. Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

Please complete form below. Only one (1) request per form.

PLEASE NOTE INCREASED FEE Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Mail this Request to the address below and enclose the following items:

- Check or Money Order payable to “**City of Philadelphia**”
- A self-addressed stamped envelope which is at least 9 ½ ” x 12 ½ ” or larger for each Bid requested.

Failure to send either of the above items, will void your request.

Mail Request To:
The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

DO NOT SEND CASH



CITY OF PHILADELPHIA

Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2007 – June 30, 2008

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] are not covered under the Master Bid Security Program)

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$25,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$25,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2007 to June 30, 2008**, complete the enclosed application and return it with a check for **\$120.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" 2007 – 2008 on the face of the check.

If you do not become a participant in the program at this time, you may still submit bids. However, they must be accompanied by a certified check in the amount specified in the Terms and Conditions of Bidding.

For additional information or inquiries regarding this program, please contact: The Public Information Unit at (215) 686-4719, (215) 686-4720 or (215) 686-4721.

IF A RECEIPT IS REQUESTED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE.

Forward Check with Application to
CITY OF PHILADELPHIA
MASTER BID SECURITY PROGRAM
170A Municipal Services Building
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

Telephone No: (____) _____ Fax No: (____) _____

A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/07 to 6/30/08
(NO PERSONAL CHECKS)

Internal Use Only

Rcvd. ___/___/___ Pymt. Type _____ Ck. Amt. \$ _____ Ck.# _____



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685
(215) 686-4750
FAX (215) 686-4728

JANET HAGAN
Acting Procurement Commissioner

December 1, 2006

Dear Vendor:

Effective **February 1, 2007**, the City of Philadelphia, Procurement Department, will be implementing the following change regarding vendors' Bid Security Checks.

Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors original bid security checks will no longer be returned. Instead, the City will issue a check to those vendors, in the amount of the security deposit, after the contract award and/or contract conformance.

The City of Philadelphia will continue to enroll interested Service, Supplies and Equipment vendors in the Master Bid Security Program. To participate in the program, vendors can obtain an application by going to www.phila.gov/bids and clicking on July 1, 2006 to June 30, 2008 under Master Bid Security.

Sincerely,

Janet Hagan
Acting Procurement Commissioner



C I T Y O F P H I L A D E L P H I A

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

Vincent Jannetti
Director of Finance

The City of Philadelphia is pleased to announce a Vendor Information Payment System (VIPS) which will allow businesses such as yours to inquire about the status of invoices billed against purchase orders and professional services contracts. The only requirement is that your invoices utilize a unique number - either alpha, numeric or a combination of the two.

This system will be operational twenty four hours a day, seven days a week. All you have to do is dial **215-686-5968**, and follow the prompts to get an up to date status on your payments.

Enclosed for your convenience is an easy to use reference guide which provides a brief overview of what you can expect. I urge you to give it a try and see for yourself how easy it is to use. If you should happen to experience any problems, or if you would like to comment on this system, please call the Office of the Director of Finance at **215-686-6167**.

I believe that you will find this way of obtaining payment information convenient and easy to use.

Vendor Information Payment Reference Guide

- 1- Call 215-686-5968.
- 2- After the prompts, enter the 8 numeric characters that uniquely identifies your purchase order.
- 3- Select one of the three inquiry options:
 - ▶ a) by your purchase order.
 - ▶ b) by your company.
 - ▶ c) by your specific invoice number.
 - (Numeric invoice numbers only)

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that 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 in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

2. BID SECURITY. Unless the bidder is enrolled under the City's Annual Master Bid Security Program or an individual bid bond is required in the Invitation and Bid, all bids must be accompanied by a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order, or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the proper amount as shown below:

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins.

Any bid in excess of \$500,000 is not covered by the Annual Master Bid Security Program, and bidder must submit an annual bid bond, certified check, treasurer's check, cashier's check, bank money order, or United States postal money order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined all other bidders will receive a refund in the amount of the bid security submitted. Bid security submitted by the lowest responsive and responsible bidder will be refunded after receipt of all duly executed Contract documents, required fees, bonds or other performance security. Funds submitted for the Master Bid Security Program are not refundable.

3. BID PROCESSING FEE. In addition to bid security and any other fee or monies required to be submitted with the bid, the bid shall be accompanied by a non-refundable processing fee in the form of a separate standard check, bank money order or United States postal money order made payable to the order of "City of Philadelphia" in an amount based on the gross amount of the bid in accordance with the formula below. Cash is not acceptable.

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

4. SPECIFICATIONS. When a formal, numbered, specification is referred to in the Invitation and Bid, no deviation therefrom will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with information concerning the style, type or kind of article and/or service desired. A bidder may offer an article and/or service which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better. Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE

In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

*Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please allow sufficient time prior to bidding for processing of the LBE application.

EVALUATION AND AWARD

7. TYPES OF BIDDER RESTRICTED. Bidders must not be a party to more than one bid for the same article or service. A violation of this condition may, in the sole discretion of the Procurement Commissioner, result in rejection of any or all such bids in which the bidder has an interest.

8. RESPONSIVENESS. Subject to the right of the Procurement Commissioner to waive nonresponsiveness as set forth below in this Section, these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of their bids. After bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review all bids for responsiveness to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid.

Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for, or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid is nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsiveness is not material to the Invitation and Bid or that a waiver of the nonresponsiveness is otherwise permitted by the Invitation and Bid, by these Terms and Conditions of Bidding and Contract or by law. The Procurement Department's determination of nonresponsiveness shall be final and any bid rejected as nonresponsive shall not be eligible for contract award.

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

Bidders deemed not responsible will be notified of such determination and the reasons therefore in writing by the Procurement Department, and shall have the right to contest the determination by submitting to the Procurement Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's qualifications and responsibility and demonstrating the insufficiency of the reasons

stated in the written determination finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

10. CANCELLATION AND AWARD. The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

11. QUANTITIES AWARDED. For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

12. DELIVERY, PRICE INCREASES AND TIE BIDS. All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner.

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$25,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

c. Approval of the Contract as to form by the City's Law Department;

d. Certification by the Director of Finance and City Controller as to the availability of funds; and

e. Execution of the Contract by the Procurement Commissioner.

The Procurement Commissioner may, in his/her sole discretion, cancel any Contract award if any of the above conditions (a-e) are not satisfied, or if the Procurement Commissioner, in his/her sole discretion, determines cancellation to be in the best interests of the City. The bidder agrees that in the event of such cancellation, it shall not have any claim against the City, including any claim for breach of contract or of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$25,000. If the amount of the contract to be awarded is greater than \$25,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original

policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$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.

(2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(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 and hired vehicles.

16. INDEMNIFICATION. All bidders shall indemnify, defend 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, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

18. ASSIGNMENT. The successful bidder shall not assign the Contract resulting from the Invitation and Bid, or any part of the Contract, or any right to any monies to be paid under the Contract, or delegate performance of the Contract, without obtaining the prior written consent of the Procurement Commissioner. The decision whether to consent to an assignment is within the Procurement Commissioner's sole discretion. In no case shall the Procurement Commissioner's consent to the assignment of any monies to be paid under the Contract relieve the bidder from faithful performance of any of its obligations under the Contract or change any of the terms and conditions of the Contract. Any purported assignment in violation of this provision shall be of no effect.

19. DEFAULT. All work performed and goods and services rendered by a successful bidder (referred to in this Section as "Contractor") under any Contract resulting from the Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and Contract and the specifications and requirements contained in the Invitation and Bid. The successful bidder shall comply with all applicable federal, state and local laws, statutes and ordinances and the regulations of all governmental departments, boards, agencies, and commissions. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

b. Falseness of any representation or warranty made in the Contract or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid.

c. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.

d. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agent or indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Contract.

e. Failure by Contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the

Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

g. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.

Upon the occurrence of an event of default, the Procurement Commissioner, in his/her sole discretion, may require Contractor to cure the default within a period of time to be determined by the Procurement Commissioner, or terminate the Contract in whole or in part and exercise any one or more of the following remedies (which remedies may be concurrent and shall be in addition to and not in lieu of the remedies available to the City at law, in equity, under any bond(s) filed in connection with the contract or under other sections of these Terms and Conditions of Bidding and Contract and Contract):

a. Purchase goods and/or services from others in substitution of goods or services that were not furnished or performed by Contractor or that were defective or otherwise in violation of any provision of the Contract; the cost of such substituted goods and services shall be the sole responsibility of Contractor and Contractor agrees to pay immediately, upon receipt of the City's invoice, the difference between the Contract price and the substituted product or service cost, plus any other loss, cost or damages incurred by the City.

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

The City shall notify Contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require Contractor to continue to furnish all goods and perform all services required under the Contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the Contract therefore. If the City requires Contractor to cure the event(s) of default, or to continue to furnish goods or services until the Termination Date, and Contractor refuses or fails to do so, then such failure shall itself be deemed an event of default under this Section, for which the City may exercise any of its rights hereunder.

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

21. TAX EXEMPTION. The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in list prices, bidder may quote the list price and shall show separately the amount of the federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. In the event bidder pays any sales or use tax, bidder hereby assigns to City, or City's agent, all of its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any articles furnished in connection with the Contract and bidder, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Bidder authorizes the City, in City's name or the name of bidder, to file a claim for refund of any sales or use tax subject to this assignment.

22. TAX INDEBTEDNESS. The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

a. Contractor's Certification of Non-Indebtedness - Contractor hereby certifies and represents that Contractor and Contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Contractor shall be liable for all costs, losses and other damages resulting from the termination).

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor"

shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor shall be liable for all costs, losses and other damages resulting from the termination)."

23. TAX REQUIREMENTS. Any person or entity who bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

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

The successful bidder, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102 for a tax identification number and to file appropriate business tax returns as provided by law. Questions should be directed to the Business and Earnings Tax Unit at (215) 686-6600.

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 29 herein.

25. NONDISCRIMINATION.

a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

26. ETHICS REQUIREMENTS. To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in three categories:

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

c. Conflict of Interest. Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code Section 20-608.

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

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

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

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

28. BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE. In accordance with Section 17-104 of The Philadelphia Code, the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Office of Labor Standards may grant a partial or total waiver of Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS**

This contract consists of the Invitation and Bid (including exhibits and attachments), any addenda thereto issued by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

This contract and all disputes arising under this contract shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any lawsuit, action, claim or legal proceeding involving, directly or indirectly, any matter arising out of or related to this contract or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums. The parties further agree not to raise any objection to any lawsuit, action, claim or legal proceeding which is brought in either of these two forums and the parties expressly consent to the jurisdiction and venue of these two forums. The parties further agree that service of original process in any such lawsuit, action, claim or legal proceeding may be duly affected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in the Invitation and Bid and/or this page.

NOTE: ANY BID THAT IS NOT EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BELOW OR THAT DOES NOT INCLUDE STREET ADDRESS, CITY, STATE AND PHONE NUMBER, MAY, IN THE SOLE DISCRETION OF THE PROCUREMENT COMMISSIONER, BE REJECTED.

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$25,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)



CITY OF PHILADELPHIA

OFFICE OF THE DIRECTOR OF FINANCE
Room 1330 Municipal Services Building
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

Dear Valued Vendor,

The City of Philadelphia is pleased to announce a new online Vendor Invoice Information (VII) website which will allow businesses such as yours to inquire about the status of invoices billed against purchase orders and professional services contracts. The only requirement is that your invoices utilize a unique number - alpha, numeric or a combination of the two.

This system will be operational twenty four hours a day, seven days a week. All you have to do is log on to the City of Philadelphia's website: www.phila.gov, click on Vendor Invoice Information under the Help Me Section of the home page, enter your Federal Employer Identification Number (FEIN) and a valid active purchase order. Then, agree to a waiver statement and follow the prompts to get an up to date status on your payments.

I urge you to give it a try and see for yourself how easy it is to use. If you should happen to experience any problems, or if you would like to comment on this new system, please e-mail us using the question and comment field provided on the site.

I believe that you will find this new way of obtaining payment information convenient and easy to use.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent J. Jannetti'.

Vincent J. Jannetti
Acting Director of Finance