BID OPENING DATE AND TIME

On: April 22, 2009 **AT: 10:30 A.M.**

BID NO.	PAGE 1 OF 34	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S0Z55800			BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.

DEPARTMENT	DIVISION
VARIOUS	VARIOUS

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
MUNICIPAL SERVICES BLDG.
1401 JFK BLVD, ROOM 170A
PHILADELPHIA, PA 19102-1685

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER D. Yonke
W. Chan

TITLE OF BID CHAIN LINK FENCING-REPAIRS ONLY

GENERAL INFORMATION

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order 02-05.

While there are no Participation Ranges projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses on an equitable basis with other firms.

For informational purposes only, please describe any such commitments on a separate sheet and identify the subcontractor's name, Commerce Department Office of Economic Opportunity (OEO) Certification Number, and dollar amount/ percentage of work.

BID QUESTIONS

All questions concerning this Invitation to Bid, including specifications and conditions, must be presented prior to the bid opening date and time. Contact the Procurement Department, Public Information Center by calling **(215) 686-4721, 686-4720, or 686-4719** with questions.

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

BIDDERS MUST SIGN PAGE 8 OF THE "TERMS AND CONDITIONS".

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	☐ YES	☐ NO	AMOUNT	CHECK NUMBER

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)
Please list any OEO Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises[1]

Bid Number		**Name of Bidder**			
Primary Bidder	**MBE ❑**	**WBE ❑**	**DSBE ❑**	**N/A ❑**	**SBA ❑**
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DSBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DS-DBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DSBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				

REVISED 2-2009 OEO

1 MBE/WBE/DSBES listed above **MUST** be certified by the OEO prior to Bid Opening Date.

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Chain Link Fencing –Repairs Only**

1.2 **SCHEDULE NO: 472-01**

1.3 **CONTRACT TERM**: 07/01/2009 to 06/30/2010 ("Initial Term"), 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 Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City's Renewal Notice, 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 is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, 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, 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.

If participation in the City's Master Performance Security Program is required under this Invitation and Bid, Contractor shall pay the required annual fee for such participation for each Renewal Term upon the issuance of the Renewal Notice.

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 of Repair Services**.

1.6 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for **Repairs to Existing Chain Link Fencing** for various City agency locations pursuant to the Procurement Department Specification 24-F-2a:89 Section during the contract period. New installations are not covered under the award.

1.7 **BID SECURITY**

1.7.1 Bid security shall be based upon **cumulative bid amount per Section 5.**

All bids submitted with a total greater than $30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for

July 1, 2008 to June 30, 2010 are not required to provide Bid Security if their bid total is $500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

The Master Bid Security Program allows bidders to qualify for bid security for individual bids submitted during the covered bidding period provided the individual bid total is $500,000.00 or less.

1.7.2 **Bids Opening July 1, 2008 through June 30, 2010**
Bidders may qualify for the Master Bid Security Program described above for **July 1, 2008 – June 30, 2010** by submitting a check in the amount of **$175.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable.*

Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

1.7.3 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds $500,000.00, the Master Bid Security Program is not applicable. Bidders instead MUST submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.8 **BID INFORMATION**:

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

1.8.2 Information provided verbally by any City official shall not be 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 for the 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 should be complete and include ALL information required as described in the various paragraphs of the bid specifications.

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

1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than $30,000 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 "Commerce Department Office of Economic Opportunity (OEO)" 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.

1.9.8 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:

"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 seven (7) calendar days prior to the scheduled opening date of the 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.

1.9.10 **CONTACT PERSON(S):**

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

State Company Web Site 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:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

1.9.11 **ALTERNATES SUBMITTED:**
If an alternate to any item is offered, bidder must follow instructions in Paragraph 4 of "Terms and Conditions of Bidding and Contract". State the brand name and the model number of each alternate offered. Detailed technical information on the alternate should accompany the bid.

Failure to state alternates will obligate bidder to provide material and/or service specified in the bid.

Any other product information submitted by bidder in connection with this bid is for purposes of product description, information and specification only. Bidder agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

1.9.12 **Bidders are to submit with the bid representative sections of the price list bidder intends to use for the purposes of this bid. The representative sections must show the list price of all those items appearing on the bid in the sections upon which bidder places a bid. These representative sections may be in a hard copy or in electronic form (i.e., CD ROM, disk, etc.). At time of award, vendor must submit the manufacturers list price book in Adobe Acrobat PDF file or CD ROM to the buyer. Vendor must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.**

1.10 **BIDDER QUALIFICATION:**

1.10.1 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 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.

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

SECTION 1:

Customer References other than an employee or department of the City of Philadelphia, (excluding suppliers or financial institutions).

	A.	B.	C
Firm Name:	_____	_____	_____
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.**

SECTION 2: GENERAL SPECIFICATIONS

2.1 All repair work performed and materials supplied shall be per Procurement Department Specification 24-F-2a:89 section, or latest revision at time of bid opening.

2.2 All fencing repair shall include all tools, trucks, etc. required to perform the work.

2.3 **Parts and Materials**
All parts and materials supplied by successful bidder under the contract resulting from this Invitation and Bid shall be new, first quality products meeting original equipment manufacturer (OEM) specifications, but are not required to be provided by the OEM.

2.4 **Response Time**
The successful bidder's personnel must arrive at the City site, with all necessary tools, equipment and materials required to commence work within four (4) hours from time the City contacts the vendor's representative. For emergencies, the requesting agency shall inform the successful bidder of the necessary response time. State name and phone number of successful bidder's contact for service:

NAME:_____

TELEPHONE NUMBER:_____

2.5 **Safety**
The contractor shall in the performance of his work follow all standard safety practices of the trades. He shall at all times comply with requirements of the Occupational Safety and Health Act of 1970 (OSHA).

2.6 **Delivery:** Bidder must possess the capability of providing next-day service, when requested, in emergency situations.

2.7 **Warranty:** Successful bidder(s) shall guarantee all repairs (to include individual parts) against material defects and workmanship and shall replace all defective parts and make the necessary repairs without cost to the City. The warranty shall be for a period of one (1) year from date of installation.

2.8 See para. 2.10, "Bid Completion" and Section 5, "Pricing" for description of representative samples only of fabric and items that may be required by the City.

2.9 **Repair Pricing** - (Section 5.2):

(Items 5.2.1.1, 5.2.2.1 and 5.2.3.1), the City shall, in no case, pay for extra crew unless first agreed upon, in writing, by the City.

2.10 **BID COMPLETION:**

2.10.1 The award will be for repairs to existing chain link fencing installations only.

2.10.2 The City has selected a REPRESENTATIVE SAMPLE of the types of items it requires. This sample is used only to determine overall pricing and award information. Items to be acquired ARE NOT limited to those listed.

2.10.3 The bidder must submit:

a. Prices for each item in accordance with the instructions for pricing. Bidder must bid all items.

b. A price list for the type of chain link fencing materials that are listed. Failure to meet any one of these requirements may disqualify your bid. The price list must be a generally available price list such as from South Camden Iron Works and not one specifically created for this bid.

2.10.4 **INSTRUCTIONS FOR PARTS PRICING:**

a. In the space provided on the bid form, enter for each item the list price from the submitted price list. The list on the bid is representative only of the parts, fabric, etc., that may be ordered.

b. In the space provided on the bid form, enter for each item the net price (the price you will charge the City of Philadelphia).

c. Total the prices from the "List Price" and "Net Price" columns respectively.

d. Compute and enter the difference between the List Price Total and the Net Price Total.

e. Compute and enter the discount by dividing the difference by the List Price Total.

f. This computed percentage discount will apply to all items ordered by the City.

2.10.5 The computed percentage discount will then apply to all items on the submitted price list for the contract period. For any item ordered by the City from the successful bidder, the cost will be the price for that item from the submitted price list, with the computed amount factored in.

2.10.6 Bidder will provide list and bid prices to the City for the items in this bid, in the appropriate columns.

2.10.7 Bidder must use the most current List price at the time of the bid opening.

2.11 In "Pricing" Section 5, bidder shall state:

2.11.1 Pricing as per 2.10.4 above for parts

2.11.2 Concrete pricing, per cubic yard.

2.11.3 Repair pricing on time and material basis

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 OEO 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 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 based upon the bidder providing the lowest net total in Section 5.1 (Parts: Pricing 5.1.1-5.1.48) plus Section 5.2 (Concrete) plus Section 5.3 (Repair: Pricing 5.3.1- 5.3.3.1).

3.2.2 If the 5 % local bid preference is applicable, the total bid price or total section 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 any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over $30,000.00 and awarded as a whole or by section.

3.2.3 **PERFORMANCE SECURITY:**
Bidder's attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of $30,000.01. All awards at the $30,000.01 amount will be subject to a $50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

3.2.4 **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 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.

3.2.5 **INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 15 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

- Insured must be in the same name and address as the Bidder
- The insurance carrier must be rated "A" or better by AM Best
- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate in the "Description of Operations section".
- Certificate must be signed by an authorized representative of the insurance company/carrier

All certificates are to be sent to the Office of Risk Management, One Parkway, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102, Attn. Debbie Lawton or FAX to (215) 683-1705.

3.2.6 **Upon request of the buyer, apparent low bidder must submit the manufacturers' list price book in Adobe Acrobat PDF file or CD ROM to the buyer and to the addresses listed below. Vendor must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by**

the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.

For all invoices submitted, vendor must agree that pricing can be verified in the price list(s) submitted. If, during the term of the contract, a using agency orders an item(s) that cannot be found on the manufacturer's price list, vendor must, at the time of the order placement:

- **notify the using agency that the item cannot be found on the price list; and**
- **provide to the using agency and the Procurement Department written proof from the manufacturer of the list price of the item(s).**

Vendor must submit copies of all amendments, updates, etc. to the submitted price list(s) to the following:

- **If sending amendment, updates, etc in Adobe Acrobat PDF file, email to:** PRICEDESK@PHILA.GOV
- **If sending a CD ROM, mail to: Procurement Department, Price Desk, Room 150 Municipal Services Building, 1401 J.F.Kennedy Blvd., Philadelphia, PA 19102, ATTN: Price Desk Clerk**

All amendments, updates, etc. must reference the appropriate bid number and contract number.

<u>Additional Addresses for Manufacturer's List Prices:</u>
(to be in the either Adobe Acrobat PDF file or CD ROM)

Office of the Director of Finance
Bureau of Accounts
Municipal Services Building, 13th floor
Phila., PA 19102
Attn: Manager, Financial Verification & Accounting Section

City Controller
Municipal Services Building, 13th floor
Phila., PA 19102
Attn: Examination Supervisor

Procurement Department, Price Desk
Municipal Services Building, Room 150
Phila., PA 19102
Attn: Price Desk Clerk
email: PRICEDESK@PHILA.GOV

To any Using Agency from whom vendor receives a purchase order.

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 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 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 City agencies will submit to the successful bidder the following information when requesting repair of a chain link fence; length, width, height, gate style, mesh gauge required, location, date and time. The successful bidder will use this information to prepare and submit a total cost estimate (a separate charge stated for materials cost and labor costs for the job (See paragraph 4.2.1 below).

4.1.4.1 The requesting agency reserves the right to accept or reject any portion of the cost estimate submitted and retains the option, upon rejection, to seek competitive prices on the open market.

4.1.5 **ADD-ONS**

4.1.5.1 **ADD-ON PROCEDURE FOR SERVICES AND CONCRETE**: The City reserves the right to add, delete or change locations, or to acquire other types of chain link fencing services that the vendor can perform that are similar to, but not specifically called for, in this bid. The procedure for such acquisitions shall be as follows:

Procurement or the requesting agency will obtain from the vendor a letter of verification (on his/her letterhead) detailing the items and pricing to be added. The letter shall include the bid number, bid schedule number and contract period and upon receipt and approval by the Procurement Department shall be made a part of the basic contract.

4.1.5.2 **ADD-ON PROCEDURE FOR REPAIR PARTS**:

The City reserves the right to add, delete, change or to acquire other types of Parts for Chain Link Repair 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:

If the items to be acquired are contained on the price list submitted by the vendor, but are not specifically listed on the bid, no letter is required. The items will be paid for at the discount listed in Section 5: Pricing. If the items are not contained on the price list, the vendor must submit a letter on vendor's letterhead, listing the bid number, the period of the contract, the item(s) with full descriptions and specifications and the price to the City. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.** If the letter is accepted by the City, it will automatically become part of the vendor's contract.

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 The successful bidder shall prepare an itemized cost estimate for each repair request(s). This shall be submitted to the City of Philadelphia's department that is requesting the repair service. The estimate submitted shall state materials cost and labor costs.

4.2.1.1 The successful bidder shall not proceed until the cost estimate has been approved by the ordering agency.

4.2.2 Contractor may deliver only products, or services 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.

4.2.3 Contractor may deliver only products, or services 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).

4.2.4 Contractors may deliver products, or services 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.

4.2.5 **VIOLATION OF CONTRACT**

If contractor abandons the work or if the job time schedule as defined between the operating department and the contractor prior to the initiation of work is exceeded or if the contractor neglects or fails to prosecute the work with promptness and diligence, or shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment, or if vendor shall execute any of the work improperly, carelessly, or in bad faith or if the contractor shall default in the performance of any of the terms, conditions and provisions of the contract, the operating department may notify in writing the contractor to remedy his neglect or default and require the contractor to comply with the terms, conditions and provisions of this contract resulting from this Invitation and Bid.

4.2.5.1 **Liquidated Damages**:

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor liquidated damages of $100 for each event or omission per day until such actions are remedied by the vendor:

- Failure to commence work within specified time
- Poor performance
- Failure to provide all equipment, materials and parts necessary for the performance of the work
- Failure to supply qualified personnel

4.2.5.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the

City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law.

The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. The City/using agency shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on vendor; all assessments of liquidated damages must also be reported, in writing, to the Procurement dept. Buyer as they occur.

In the event of assessment of liquidated damages, if the vendor feels that extenuating circumstances contributed to the occurrence, a request for a waiver on the liquidated damages may be appealed in writing, within 30 days to the using agency and the Procurement Department who shall be the final arbiter in such matters.

4.2.6 In the event that the contractor receives an order for products, or services 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.

4.2.7 Should products, or services 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.

4.2.8 For delivery of products, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

4.2.9 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.

4.2.10 **RECYCLING INFORMATION REQUEST:**

The City of Philadelphia requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content? YES ☐ NO ☐

Is your product packaged and/or shipped in material containing recycled content? YES ☐ NO ☐

Is your product recyclable after it has reached its intended end use? YES ☐ NO ☐

Is your product shipped in returnable Containers? YES ☐ NO ☐

4.2.11 **Approval of Work:**
All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return is to be at the sole expense of the Contractor.

4.2.12 At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.

4.2.13 For all invoices submitted, vendor must agree that all pricing can be verified in the price lists submitted after award and on file in Finance, the

Controller's Office and Procurement (see Section III above).

Vendor must agree that all pricing can be verified in the price list(s) submitted after award as per Paragraph 3.2.6 above. Vendor must submit copies of all amendments, updates, etc. to the appropriate address listed in Paragraph 3.2.6 above.

4.2.14 **Invoices/Receipts:**

4.2.14.1 Successful bidder(s) agrees not to invoice more than once per month.

4.2.14.2 All invoices/receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel..

4.2.14.3 Invoices should be sent in triplicate to each ordering department

4.2.14.3.1 One (1) original and two (2) copies fully itemized invoices.

4.2.14.3.2 See also item 4.1.2 above.

4.3 **PRICE INCREASE OR DECREASE:**

4.3.1 REPAIRS AND CONCRETE ONLY:

Vendor shall provide Chain Link Fencing Repairs and Concrete at the prices set forth in Section 5 for a period of twelve (12) 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 (3) 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 period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for February to February of the **applicable year of the renewal.**

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.

4.3.2 PARTS:

Prices herein are subject to increase or decrease in the event of any price changes in the general or published price established by the Manufacturer. Discount from Manufacturer's price list (as quoted in Section 5) must remain firm for the life of this contract (and any applicable renewal option), with the following exception: discount may be increased by vendor at any time during the contract period, to include any applicable renewals. Notice of all such changes shall be given in writing to the Procurement Department, Department of Finance and the Controller. This notice must be accompanied by the notice from the Manufacturer to the vendor showing the price changes. City reserves the right to review the propriety of the price rise and cancel the contract at its discretion.

Vendor must give 60 days notice of price increase, in writing, to the City. Notice shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract # and period of contract.

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.

NOTE: **Price decreases may be forwarded to the Procurement Department buyer, in writing at any time during the contract period, to include any renewal period(s).**

Failure to notify the City within the time frame specified in 4.3.1, and 4.3.2 will result in a commensurate delay in implementing the price change.

VENDOR ACCEPTANCES – IN SUBMITTING AN EXECUTED BID, THE BIDDER AGREES TO THE CONTRACT MANAGEMENT PROCEDURES IN THIS SECTION.

SECTION 5: PRICING:

Prices quoted must not contain more than three (3) decimal places.

The price list used must be a generally available price list such as from South Camden Iron Works and not one specifically created for this bid.

		UNIT OF MEASURE	LIST PRICE	NET PRICE AMOUNT
30562 000				
5.1	**PARTS PRICING** - All parts galvanized steel **Estimated Expenditures: $59,000.00**			
5.1.1	Line Posts, 2-1/2" O.D. Schedule 40.	FT	$_____	$_____
5.1.2	Terminal Posts, 3" O.D. Schedule 40.	FT	$_____	$_____
5.1.3	Gates Post, for gates with a gate leaf width of 6 ft. or less, 3" O.D. Schedule 40.	FT	$_____	$_____
5.1.4	Gate Post, for gates with gate leaf width of 6 ft. to 13 ft., 4" O.D. Schedule 40	FT	$_____	$_____
5.1.5	Fence fabric 6 gauge, 2" mesh, 8' high with l.2 oz. galvanized coating.	FT	$_____	$_____

		UNIT OF MEASURE	LIST PRICE	NET PRICE AMOUNT
5.1.6	Fence fabric, 6 gauge, 2" mesh, 8' high with 2 oz. galvanized coating.	FT	$_____	$_____
5.1.7	Fence fabric, 6 gauge, 2" mesh, 12' high with l.2 oz. galvanizing coating.	FT	$_____	$_____
5.1.8	Fence fabric, 6 gauge, 2" mesh, 12' high with 2 oz. galvanized coating.	FT	$_____	$_____
5.1.9	1-5/8" O.D. Pipe - Schedule 40 - Standard 21 ft. length.	EA	$_____	$_____
5.1.10	Gate frame rail, 2" O.D. - Schedule 40 - Welded.	FT	$_____	$_____
5.1.11	Gate hinge, for 2" O.D. gate frame, 3" O.D. gate post.	EA	$_____	$_____
5.1.12	Gate hinge, for 2" O.D. gate frame, 4" O.D. gate post.	EA	$_____	$_____
5.1.13	Gate holdback.	EA	$_____	$_____
5.1.14	Gate Center stop	EA	$_____	$_____

		UNIT OF MEASURE	LIST PRICE	NET PRICE AMOUNT
5.1.15	Gate couple latch assembly.	EA	$_____	$_____
5.1.16	Gate fork latch, for 3" O.D. gate post.	EA	$_____	$_____
5.1.17	Barbed wire arm, for 2-1/2" O.D. line post and 1-5/8" O.D. rail.	EA	$_____	$_____
5.1.18	Tension band, for 3" terminal post.	EA	$_____	$_____
5.1.19	Brace band, for 3" terminal post.	EA	$_____	$_____
5.1.20	Boulevard clamp, for 2-1/2" O.D. line post and 1-5/8" O.D. rail.	EA	$_____	$_____
5.1.21	Rail sleeve, 1-5/8".	EA	$_____	$_____
5.1.22	Tension bar, 1/4" x 3/4"	FT	$_____	$_____
5.1.23	Truss rod, 1/2" diameter; Standard 11 foot length.	EA	$_____	$_____
5.1.24	Truss rod, tightener.	EA	$_____	$_____
5.1.25	Rail end cup.	EA	$_____	$_____
5.1.26	Tension Wire, 7 gauge.	FT	$_____	$_____
				NET

		UNIT OF MEASURE	LIST PRICE	PRICE AMOUNT
5.1.27	Barbed wire, two strand, 12-1/2 gauge, with 14 gauge, 4 point round barbs spaced on 5" centers.	FT	$_____	$_____
5.1.28	Dome top, for terminal posts, 3" diameter	EA	$_____	$_____
5.1.29	Dome top, for gage post, 4" O.D.	EA	$_____	$_____
5.1.30	Dome top, for gage post, 3" O.D.	EA	$_____	$_____
5.1.31	Fence Fabric, 6 gauge, 2" mesh, 6' high, with 2 oz galvanized coating	FT	$_____	$_____
5.1.32	Fence Fabric, 6 gauge, 2" mesh, 6' high with 1.2 oz galvanized coating	FT	$_____	$_____
5.1.33	Fence Fabric, 6 gauge, 2" mesh, 4' high with 2 oz galvanized coating	FT	$_____	$_____
5.1.34	Fence Fabric, 6 gauge, 2" mesh, 4' high with 1.2 oz galvanized coating	FT	$_____	$_____
5.1.35	Fence Fabric, 6 gauge, 2" mesh, 8' high, with black polyvinyl-chloride coating	FT	$_____	$_____
5.1.36	Fence Fabric, 6 gauge, 2" mesh, 6' high, with black polyvinyl-chloride coating	FT	$_____	$_____
5.1.37	Fence Fabric, 6 gauge, 2" mesh, 8' high, with green polyvinyl-chloride			

	coating	FT	$_____	$_____
5.1.38	Fence Fabric, 6 gauge, 2" mesh, 6' high, with green polyvinyl-chloride coating	FT	$_____	$_____
5.1.39	Rail, Academy, 4' X 8' 2, 1"Picket	EA	$_____	$_____
5.1.40	Post, Academy, 2" X 7'	EA	$_____	$_____
5.1.41	Product: Maze, Diameter 18", Loops 31, Loop spacing 12", Length: 15 ft per roll	RL	$_____	$_____
5.1.42	Product: Maze, Diameter 24", Loops 31, Loop spacing 16", Length: 20 ft per roll	RL	$_____	$_____
5.1.43	Product: Maze, Diameter 30", Loops 31, Loop spacing 16", Length: 20 ft per roll	RL	$_____	$_____
5.1.44	Product: Maze, Diameter 36", Loops 31, Loop spacing 16", Length: 20 ft per roll	RL	$_____	$_____
5.1.45	Fence Fabric, 6 gauge, 1" mesh, 8' high with 1.2 oz galvanized coating	FT	$_____	$_____
5.1.46	Fence Fabric, 6 gauge, 1" mesh, 8' high with 2 oz galvanized coating	FT	$_____	$_____
5.1.47	Fence Fabric, 6 gauge, 1" mesh, 12' high with 1.2 oz galvanized coating	FT	$_____	$_____
5.1.48	Fence Fabric, 6 gauge, 1" mesh, 12' high with 2 oz galvanized coating	FT	$_____	$_____
	TOTAL		**$_____**	**$_____**
	DIFFERENCE (List Price - Net Price)			**$_____**
	DISCOUNT (DIFFERENCE DIVIDED BY LIST TOTAL)			_____%

STATE PRICE LIST OFFERED:_____

STATE EFFECTIVE DATE OF PRICE LIST: _____

		QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
	30505 000 600				
5.2	Price for concrete, 3000 psi	**55**	**CU. YD**	**$**_____	**$**_____

5.3 **REPAIR PRICING**:

Bidder shall state:

	26004 001 000				
5.3.1	Labor Rate for Repair Crew (2 man crew) - (Monday through Friday, 8:00 am - 5:00 pm)	**35**	**HR**	**$**_____	_____
5.3.1.1	**26004 001 000 00** Labor rate per hour per man, if a crew in excess of the specified 2 man crew above, is required, shall be 1/2 the hourly rate for 5.3.1 above.				

QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT

26004 001 001

5.3.2 Labor Rate for Repair Crew (2 man crew) - (Monday through Friday, 5:00 pm - 8:00 am) **2** **HR** **$**_____ _____

5.3.2.1 **26004 001 001 00**
Labor rate per hour per man, if a crew in excess of the specified 2 man crew above, is required, shall be 1/2 the hourly rate for 5.3.2 above.

26004 001 002

5.3.3 Labor Rate for Repair Crew (2 man crew) - (Saturdays, Sundays and Holidays) **3** **HR** **$**_____ _____

5.3.3.1 **26004 004 002 00**
Labor rate per hour per man, if a crew in excess of the specified 2 man crew above, is required, shall be 1/2 the hourly rate for 5.3.3 above.

EXTENDED BID TOTAL **$**_____
(QUANTITY X UNIT PRICE)

(Discount in Section 5.1 times (x) the estimated expenditures plus (+) quantities times (x) the unit prices for Sections 5.2 and 5.3)

BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).

TYPE OF TRANSPORT:_____

BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
STANDARDS DIVISION

Effective 10/18/90

SPECIFICATION

CHAIN LINK FENCING
MATERIALS, INSTALLATION AND REPAIRS

1. **CLASSIFICATION AND SCOPE**
This specification covers materials, installation and services necessary to complete the chain link fencing work as indicated on the attached drawings, tables and as described in the specifications below:

2. **APPLICABLE SPECIFICATIONS**
The latest applicable standards of the American Society for Testing and Materials (ASTM) in effect on the date of the Invitation and Bid shall form a part of this specification.

A.S.T.M. A-90, A-153, A-370, A-428, A-641; B-211, B-487, B-499; D-1499, D-1535, D-1729; E-8, E-18, E-376; G-23, G-26.

Federal Spec. #RR-F-191/1, #RR-F-191/3
Federal Spec. No. 595
MIL-T-704

3. **REQUIREMENTS** - For definitions of the various materials - see Paragraph 8 on page 38 of 40.

3.1 Chain-link Fence gates, shall be of the following types:

Type I	-	Single Swing
Type II	-	Double Swing
Type III	-	Single Cantilever Sliding, Wheel Sliding Gate
Type IV	-	Single Overhead Sliding
Type V	-	Double Overhead Sliding
Type VI	-	Vertical Lift
Type VII	-	Special

3.1.1 Design. Detailed construction requirements for all gates shall meet the applicable requirements of this specification. Gate frames shall be of welded construction or shall be assembled using fittings. When fittings are used as the construction method for gate frames, the frames shall be fitted with 5/16-inch minimum diameter truss rods. All gates shall be constructed so that they may be operated by one person.

3.1.2 Color coating and material. When color coating is required the color shall match the color specified for chain-link fabric as cited in RR-F-191/1. Steel frames shall be zinc-coated prior to application of color coating. Unless otherwise specified, color coating material shall be at the option of the ordering agency.

3.1.3 Frames. Gate frames shall be constructed from applicable class, size, and grade members selected from RR-F-191/3 as specified.

3.1.3.1 Welded zinc-coated frames. When specified, the frames shall be zinc-coated by the hot dip or metal spray method after fabrication. When frames are not zinc-coated after fabrication the welds shall be coated with a zinc-rich paint.

3.1.3.2 Color-coated frames. When color-coated frames are required and the frames are of welded construction, all weld areas shall be finished with a suitable rust preventative coating and a matching color final coating.

3.1.4 Fabric. Gate fabric shall be selected from RR-F-191/1 and shall be of the type, size of mesh, gauge, size of wire, color and selvage as specified by ordering agency.

3.1.5 Barbed Wire Top. When barbed wire top is specified, the end members of gate frames shall extend 1 foot above the top horizontal section of the gate frame. Three strands of barbed wire uniformly spaced and shall be attached by bands, clips, or eyebolts.

3.1.6 Latches, hinges, stops, and keepers. Latches, hinges, stops, and keepers shall be zinc-coated steel or color-coated over zinc-coated steel, or aluminum-coated steel as specified. When zinc-coating is required, the weight of zinc-coating shall be 1.2 ounces per square foot unless otherwise specified. When aluminum coating is required, the weight of aluminum-coating shall be not less than 0.40 ounces per square foot.

3.1.6.1 Single gate latches. Single gate latches shall be fork type, gravity drop bar type with positive locking features, or plunger bar type of full gate height as specified.

3.1.6.2 Double gate latches. Latches for double gates shall be fork type latch with center drop rod, or plunger bar type of full gate height arranged to engage the gate stop, or a positive locking gravity device as specified. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when locked.

3.1.6.3 Stops. Center gate stop shall be provided for all double gates and shall be suitable for setting in concrete or with anchors for the center drop rod or plunger.

3.1.6.4 Keepers. Keepers shall be provided for each gate leaf over 5 feet wide. Gate keepers shall consist of a mechanical device for securing the free end of the gate when in full operation.

3.1.6.5 Gate Hinges. Gate hinges shall be of adequate strength for the gate and shall have large bearing surfaces for clamping or bolting in position. Hinge action shall be such that gates may be easily opened and closed by one person. Hinges shall provide for full 180° swing of gate leaf.

3.1.7 Rollers. Rollers shall be equipped with bearings. Non-sealed type bearings shall be provided with a grease fitting for periodical maintenance. Rollers shall be secured to the gate post or gate frame without welding.

3.2 Posts and accessories shall be of the following types and styles:

Type I	-Posts
Style I	-T Section
2	-U Section
3	-Angle Section
Type II	-Accessories
Style 4	-Stays
5	-Fasteners
6	-Gates
Type III	-Special

3.2.1 Material.

3.2.1.1 Type I, posts. Posts shall be hot-rolled steel or re-rolled rail steel.

3.2.1.2 Type II, accessories.

3.2.1.2.1 Styles 4 and 5, stays and fasteners. Stays and wire fasteners shall be formed from galvanized steel wire.

3.2.1.2.2 Style 6, gates. Fabric for gates shall be woven steel wire. Gates frames shall be tubular steel, formed steel or rolled steel. Fittings including hinges and latches for gates shall be cast iron or malleable iron, or formed from steel strip or slit sheet.

3.2.2 Types I and II, Chemical composition. Unless otherwise specified, chemical composition of posts and accessories shall be at the manufacturer's option.

3.2.2.1 Type I, posts.

3.2.2.2 Styles I, 2 and 3.

3.2.2.2.1 Yield, tensile strengths, and hardness.
Unless otherwise specified, posts shall have a minimum yield strength of 50,000 p.s.i. and a minimum tensile strength of 80,000 p.s.i. or have either a minimum hardness of 156 Brinell or 83 Rockwell B.

3.2.2.2.2 Weight of Posts. Unless otherwise specified, the weight of the as-rolled posts, prior to painting or galvanizing, shall be as follows:

Style	Weight of posts (Pounds per foot)
1	1.33
2	1.12 or 1.33
3	4.10 upright members
3	3.19 bracing members

Tolerance on weight of as-rolled shall be plus or minus 5 percent.

3.2.2.2.3 Dimensions.

3.2.2.2.3.1 Cross-sectional dimension. Unless otherwise specified, the nominal cross-sectional dimensions for styles 1, 2 and 3 posts shall be as follows:

STYLE	CROSS-SECTION (INCHES)	THICKNESS (INCH)
1	1-3/8 wide, 1-3/8 depth	1/8
2 1.12 lb/ft	2 by 1-1/8	3/32
2.1.33 lb/ft	2 by 1-1/4	3/32
3 Upright	2-1/2 by 2-1/2	1/4
3 Bracing	2 by 2	1/4

3.2.2.2.4 Length of posts. Unless otherwise specified, posts shall be of the following lengths with a tolerance of minus 1 inch, plus 2 inches.

Style 1 - 5, 5-1/2, 6, 6-1/2, 7, 8, or 10 feet.
Style 2 - 5, 5-1/2, 6, 6-1/2, 7, 7-1/2, or 8 feet.
Style 3 - 7, 8 or 9 feet, uprights and braces.

3.2.2.2.5 Surface finish. All posts shall be zinc-coated, painted, or unpainted as specified.

3.2.2.2.6 Zinc coat. When specified, posts shall galvanized in accordance with ASTM A 123 or A 153 as applicable.

3.2.2.2.7 Paint Coat. Cleaning treatment and painting shall be in accordance with MIL-T-704, type A for two coats or type C for one coat. Coating shall be weather resisting paint or enamel baked-on or air dried. Paint color shall be as specified. When specified, paint color shall be in accordance with Fed. Std. No. 595. Unless otherwise specified, thickness of paint shall be at manufacturer's option.

3.2.2.2.8 Reflective tops. When specified, reflective tops shall be furnished. Unless otherwise specified, the color and length of the reflective portion shall be at the ordering agency's option.

3.2.2.3 Styles 1 and 2.

3.2.2.3.1 Style 1, T-section posts. T-section posts shall have studs placed and constructed to engage a substantial number of fence line wires in proper position. The distance between studs shall not be greater than 3 inches.

3.2.2.3.2 Style 2, U-section posts. U-section posts shall have corrugations, punched tabs, notches, holes, knobs, or studs, as specified, and so placed and constructed as to engage a substantial number of fence line wires in proper position.

3.2.2.3.2.1 - Anchors. Unless otherwise specified, each style 1 and 2 post shall have a steel anchor plate 18 square inches minimum in area and weighing not less than 0.67 pounds, securely fastened to the post. Design and placement of anchor shall be shown in Figure 3.

3.2.2.4 Style 3, angle-section posts and braces. One angle brace shall be furnished with each end or gate post, and two angle braces shall be furnished with each intermediate brace or corner post, complete with zinc-coated hardware for assembly. When specified, hardware including bolts and nuts shall be galvanized (zinc-coated) in accordance with ASTM A 153 or A123.

3.2.2.5 Type II, accessories.

3.2.2.5.1 Style 4, stays. Stays shall be 9-1/2 gauge, zinc-coated twisted wire designed for a screw-on type installation. The wires shall be zinc-coated in accordance with ASTM A641, Class 1 or Class 3, as specified. Length of stays shall be 24 to 60 inches in 2 inch increments, as specified.

3.2.2.5.2 Style 5, fasteners. Wire fasteners shall be formed from zinc-coated wire, 12-1/2 gauge or coarser, as specified. The wire shall be zinc-coated in accordance with ASTM A641, Class 1 or Class 3, as specified.

3.2.2.5.3 T-Section posts. Unless otherwise specified, fasteners shall be designed for use with T-section posts, size 1-3/8 inches by 1-3/8 inches by 1/8 inch thick. Each end of the fastener shall be bent and twisted up or to the side. The fastener shall be easily installed with ordinary pliers.

3.2.2.5.4 Style 6, gates - The style of woven wire and design including dimensions of gates and gate accessories shall be as specified. Unless otherwise specified, fittings which include latches shall be provided for gates and gate posts. Gate frames and hardware shall be zinc-coated in accordance with ASTM-A120 of A153, as applicable.

3.2.2.5.5 Type III, special. This type of posts and accessories is defined as any type which does not fall within the other type classifications of this specification, but the materials, workmanship and quality shall meet the applicable provisions of this specification.

3.2.2.5.6 Workmanship. Zinc-coated posts and accessories shall be free of bruised or scaled coating, listers and uncoated areas. Painted posts and accessories shall be free from cracks, peeling, chipped paint, and uncoated areas.

3.3 The chain-link fabric shall be of the following types, mesh sizes, wire gauge size and fabric height:

Type I -Zinc-coated steel
Type II -Aluminum-coated steel
Type III -Aluminum alloy.
Type IV -Polyvinyl chloride (PVC) coated over zinc or aluminum coated steel.

Mesh size in inches:

1 inch (9 and 11 wire gauge size only)
1-3/4 inch (all wire gauge sizes)
2-inch (all wire gauge sizes).
2-1/8 inch (all wire gauge sizes).

Wire gauge size - outside diameter of metal wire in inches:

11 gauge = 0.120 inches
9 gauge = 0.148 inches
6 gauge = 0.192 inches

Fabric height in inches:

36 inches
42 inches
48 inches
60 inches
72 inches
84 inches
96 inches
120 inches
144 inches

3.3.1 Fabric. The chain-link fence shall be helically woven into a diamond mesh. Fabric shall be woven from the type of wire, mesh size and wire gauge size, and to the height selected (see 3.3).

3.3.2 Steel wire. Unless otherwise specified, the steel wire for the fabric shall be of such quality and purity that, when drawn to the wire gauge size specified, the wire shall have a minimum tensile strength of 75,000 pounds per square inch when tested.

3.3.3 Wire gauge size. Wire for fabric shall be of the wire gauge size selected (see 3.3). The outside diameter cited in 3.3, is the metal wire diameter allowable for that wire gauge size and includes the metallic coating. When type IV wire is required, the wire gauge size shall be that of the wire only, the PV coating shall not be considered when determining wire size. Tolerance for wire size is $\pm$ 0.005 inches.

3.3.4 Type I, zinc-coated steel wire. Unless otherwise specified, the minimum weight of coating on the wire shall be 1.2 ounces of zinc per square foot of coated surface area.

3.3.5 Type II, aluminum-coated steel wire - The minimum weight of aluminum coating for 6 or 9 gauge wire shall be 0.40 ounces per square foot. The minimum weight of aluminum coating for 11-gauge wire shall be .035 ounces per square foot.

3.3.6 Type III, aluminum alloy wire. The aluminum wire shall conform to the requirements of ASTM B211, alloy 6061-T94.

3.3.7 Type IV, PVC coated over zinc or aluminum coated steel wire.
The PVC coating shall meet the requirements of 3.6.1 thru 3.6.8. Minimum thickness of the PVC coating shall be 0.007 inches. Unless otherwise specified, the method of applying the PVC coating shall be the using ordering agency's option. Minimum weight of zinc coating on the steel wire shall be 0.4 ounces per square foot for 6 gauge and 0.3 ounces per square foot for 9 and 11 gauge. Aluminum coated steel wire shall meet the requirements of 3.3.5.

3.3.7.1 PVC-coated fabric - There are different PVC-coated fabrics on the market. Some of the ways in which they may vary are: The methods of applying the PVC coating, wall thickness of the PVC coating, adhesion of the PVC coating to the wire, and cost. These factors should be taken into consideration when selecting a fence fabric for different environmental applications.

3.3.7.2 Color of PVC-coated wire. The color of PVC-coated wire shall be one of the standard colors cited in Table I as specified. When colors not cited in Table I are required, the color shall be as specified.

TABLE I. Color of PVC Coated Fabric Wire

Munsell Units (ASTM D1535 and D1729)

	Medium Green	Dark Green	Black
Hue	7,5G to 2.5BG	0.1G to 10G	See Chrome Tolerance
Value	3.5 to 4.5	2.3 to 3.3	1.3 to 2.1
Chrome	Greater than 6	1 to 5	Max/0.5 (Any Hue)

3.3.7.3 Weaveability of PVC-coated wire. PVC-coated wire shall be capable of being woven into fabric without the PVC coating cracking, crazing, or peeling.

3.3.7.4 Accelerated aging of PVC-coatings. PVC coatings shall not shrink more than 1/16 inch per foot of length, demonstrate a significant visual change in color or gloss, or exhibit breaks, cracks, crazing, crumbling, or other visual forms of failure.

3.3.7.5 Flexibility of PVC -coating. PVC coating shall demonstrate flexibility by exhibiting no breaks, cracks, crazing, crumbling, or other visual forms of failure of the coating when tested.

3.3.8 Mesh Size. The mesh size for fabric shall be one of the sizes selected (see 3.3). The mesh size shall be the inside measurement of the diamond shape of the tensioned fabric. Tolerance for mesh size is ± 1/8 of an inch.

3.3.9 Diamond Count. Unless otherwise specified, the diamond count shall be the manufacturer's standard. All diamond counts shall be consistent within a lot.

3.3.10 Salvage. Unless otherwise specified, the fabric will be furnished with a standard selvages as follows:

a. Fabric up to and including 60 inches high with 2-inch mesh shall be knuckled at the top and bottom selvages.

b. Fabric over 60 inches high with 2-inch mesh shall be twisted and barbed on the top selvage and knuckled on the bottom selvage.

c. Fabric of all heights with 1-inch or 1-3/4 inch mesh shall be knuckled at the top and bottom selvages.

3.3.10.1 Knuckled. Loops of knuckled selvage shall be closed or nearly closed with a space not exceeding the diameter of the wire.

3.3.10.2 Twisted and Barbed. Wire shall be twisted in a closed helix of 1-1/2 machine turns equivalent to three full twists, and cut at an angle to provide sharp barbs. The wire ends beyond the twist shall be at least 1/4 inch long.

3.3.11 Fabric Height: Fabric height shall be of that selected ± inch (see 3.3).

3.3.12 Fabric Length. Unless otherwise specified, the standard length of fabric roll shall be 50 linear feet ± 1 percent. Each roll of fabric shall be one-piece length.

3.4 INDUSTRIAL WIRE FABRIC

3.4.1 Types and Classes. Industrial wire cloth shall be of the following types and classes as specified (see 3.4.5)

Type I - Square Mesh
Type II - Rectangular (off count) mesh
Type III - Space cloth, square openings
Type IV - Space cloth, rectangular openings
Type V - Intermediate or multiple crimp
Type VI - Filter screen

Classes
Class I - Plain weave
Class 2 - Twilled weave

3.4.2 Materials - The cloth shall be of the following composition as specified:

Steel; low carbon, plain commercial finish.
Steel; high carbon (spring temper), plain commercial finish
Steel; high carbon, oil (spring) tempered plain commercial finish.
Steel; low carbon, galvanized before weaving
Steel; low carbon, hot galvanized after weaving
Steel; low carbon, electro-galvanized after weaving
Steel; stainless; types 302, 304, 316, 347 and 430
Brass; high-zinc content (70 percent copper and 30 percent zinc).
Brass; low-zinc content (80) percent copper and 20 percent zinc).
Copper-zinc alloy; "Commercial Bronze" - (90 percent copper and 10 percent zinc).
Cooper; commercially pure.
Monel; nickel-copper alloy.
Nickel; commercially pure
Aluminum; type 5056 alloy
Aluminum; type 1100 alloy
Bronze, phosphor; (minimum tin content 4.5 percent).
Bronze, phosphor; (type VI only) (tin content 3.0 - 10.0 percent, Phosphorous 0.05 - 0.5 percent, other elements 0.05 Percent each, maximum.

3.4.3 Finish, steel wires. The finish for steel wires used in the industrial wire cloth shall be either plain commercial finish, hot galvanized after weaving, electro-galvanized after weaving, or galvanized before weaving as specified.

3.4.3.1 Galvanized-before-woven steel wire cloth. Galvanized-before-woven-steel wire cloth shall be made of wire which has been commercially coated with zinc before it is woven.

3.4.3.2 Galvanized-after-woven steel wire cloth. Galvanized-after-woven steel wire cloth shall be coated, by either the hot-dip or the electrolytic process, with zinc of at least 98 percent commercial purity after the cloth had been woven, as specified.

3.4.4 Mesh, space, and wire size. Industrial wire cloth shall be of the mesh size; or space openings in the case of cloth of types III and IV; and wire sizes (diameters) as specified.

3.4.4.1 Type I, Class I. Whenever possible, mesh size and wire size (diameter) shall be selected from Table I or II and is commercially available as follows:

a. Carbon Steel - 60 by 60 mesh.
b. Brass - 120 by 120 mesh.
c. Cooper - 100 by 100 mesh.
d. Monel - 200 by 200 mesh.
e. Nickel - 250 by 250 mesh.
f. Stainless Steel - 325 by 325 mesh.

3.4.4.2 Type I, Class 2. Whenever possible, mesh size and wire size (diameter) shall be selected from Table I or II, and is commercially available as follows:

a. Brass - 120 by 120 mesh.
b. Phosphor Bronze - 325 by 325 mesh.
c. Cooper - 100 by 100 mesh.
d. Monel - 200 by 200 mesh.
e. Nickel - 250 by 250 mesh.
f. Stainless Steel - 325 x 325 mesh.

3.4.4.3 Type II, Classes I and 2. Mesh size and wire size (diameter) shall be as specified. Vendors should be consulted as to practical combination of wire diameters and meshes.

3.4.4.4 Type III. Whenever possible, space openings and wire size (diameter) shall be selected from Table III, and is usually made in carbon steel, either plain or galvanized, monel metal, and stainless steel; also made in other metals listed in 3.4.3.

3.4.4.5 Type IV. Space openings and wire size (diameter) shall be as specified. Vendors should be consulted as to practical combinations of wire diameters and meshes.

TABLE I. Type I mesh cloth, sizes most frequently produced for general use.

	Wire		**Open**		**Wire**		**Open**
Mesh	**Diameter**	**Opening**	**Area**	**Mesh**	**Diameter**	**Opening**	**Area**
	Inch	Inch	Percent		Inch	Inch	Percent
1 x 1	0.08	0.092	84.6	24 x 24	0.014	0.0277	44.2
2 x 2	0.063	0.437	76.4	24 x 24	0.0104	0.0317	
3 x 3	0.08	0.2533		30 x 30	0.013	0.0203	37.1
3 x 3	0.0625	0.2708		32 x 32	0.007	0.0243	
3 x 3	0.054	0.279	70.1	35 x 35	0.011	0.0176	37.9
3 x 3	0.0475	0.2858		40 x 40	0.01	0.015	36
4 x 4	0.047	0.203	65.9	50 x 50	0.009	0.011	30.3
4 x 4	0.0348	0.2152		60 x 60	0.0075	0.0092	30.5
5 x 5	0.041	0.159	63.2	80 x 80	0.0055	0.007	31.4
6 x 6	0.035	0.132	62.7	100 x 100	0.0045	0.0055	30.3
6 x 6	0.0286	0.138		120 x 120	0.0037	0.0046	30.7
8 x 8	0.028	0.097	60.2	150 x 150	0.0026	0.0041	37.4
10 x 10	0.025	0.075	56.3	180 x 180	0.0023	0.0033	34.7
12 x 12	0.023	0.06	51.8	200 x 200	0.0021	0.0029	33.6
14 x 14	0.02	0.051	51	250 x 250	0.0016	0.0024	36
16 x 16	0.018	0.0445	50.7	270 x 270	0.0016	0.0021	32.2
18 x 18	0.017	0.0386	48.3	325 x 325	0.0014	0.0017	30
20 x 20	0.016	0.034	46.2				

Wire Sizes other than above may be specified subject to vendor's approval as to practicability of weaving.

TABLE III. Type III Space Cloth for Sizing of materials

	Medium Light			**Medium**			**Medium Heavy**			**Heavy**		
	Wire		**Open**	**Wire**		**Open**	**Wire**		**Open**	**Wire**		**Open**
Mesh	**Diameter**	**Opening**	**Area**	**Diameter**	**Opening**	**Area**	**Diameter**	**Opening**	**Area**	**Diameter**	**Opening**	**Area**
	Inch	Inch	Percent	Inch	Inch	Percent	Inch	Inch	Percent	Inch	Inch	Percent
1x1	0.105	0.895	80.1	0.135	0.865	74.8	0.162	0.838	70.2	0.207	0.793	62.9
2x2	0.08	0.42	70.6	0.105	0.395	62.4	0.135	0.365	53.3	0.177	0.323	41.7
2-1/2 x 2-1/2	0.08	0.32	64	0.105	0.295	54.4	0.135	0.265	43.9	0.148	0.252	39.7
3x3	0.072	0.261	61.3	0.092	0.241	52.3	0.12	0.213	40.8	0.135	0.198	35.3
4x4	0.063	0.187	56	0.08	0.17	46.2	0.105	0.145	33.6	0.12	0.13	27
5x5	0.047	0.153	58.5	0.063	0.137	46.9	0.072	0.128	41	0.08	0.12	36
6x6	0.047	0.12	51.8	0.054	0.113	46	0.063	0.104	38.9	0.08	0.087	27.2
8x8	0.035	0.09	51.8	0.041	0.084	45.2	0.047	0.078	38.9	0.063	0.062	24.6
10x10	0.028	0.072	51.8	0.032	0.068	46.2	0.035	0.065	42.3	0.047	0.053	28.1
12x12	0.025	0.058	48.4	0.028	0.055	43.6	0.032	0.051	37.5	0.041	0.042	25.4
14x14	0.023	0.048	45.2	0.025	0.046	41.5	0.028	0.043	36.2	0.035	0.036	25.4
16x16	0.02	0.0425	46.2	0.023	0.0395	39.9	0.025	0.0375	36	0.028	0.0345	30.5
18x18	0.018	0.0376	45.8	0.02	0.0356	41.1	0.023	0.0326	34.4	0.028	0.0276	24.7
20x20	0.017	0.033	43.6	0.018	0.032	41	0.02	0.03	36	0.025	0.25	25
24x24	0.015	0.0267	41.1	0.016	0.0257	38	0.018	0.0237	32.4	0.02	0.0217	27.1
30x30	0.013	0.0203	37.1	0.0135	0.0198	35.3	0.015	0.0183	30.1	0.016	0.0173	26.9
35x35	0.011	0.0176	37.9	0.012	0.0166	33.8	0.0135	0.0151	27.9	0.15	0.0136	22.7
40x40	0.01	0.015	36	0.011	0.014	31.4	0.012	0.13	27	0.0135	0.0115	21.2

	Medium Light		Medium		Medium Heavy	Heavy	Heavy	
	Wire	Open	Wire	Open	Wire	Open	Wire	Open
Opening	Diameter	Area	Diameter	Area	Diameter	Area	Diameter	Area
Inch	Inch	Percent	Inch	Percent	Inch	Percent	Inch	Percent
4	0.5	79	0.625	74.8	0.075	70.9	1	64
3.5	0.4375	79	0.5	76.6	0.625	72	0.75	67.8
3	0.4375	76.2	0.5	73.5	0.625	68.5	0.75	64
2.75	0.375	77.4	0.4375	74.4	0.5	71.6	0.625	64.4
2.5	0.375	75.6	0.4375	72.4	0.5	69.4	0.625	64
2.5							0.0625	
2.5							0.0475	
2.25	0.375	73.4	0.4375	70.1	0.5	66.9	0.625	61.2
2	0.3125	74.8	0.375	70.9	0.4375	64	0.625	58
1.75	0.3125	71.9	0.375	67.8	0.4375	64	0.5	60.5
1.5	0.25	73.4	0.3125	68.5	0.375	64	0.5	56.3
1.375	0.25	71.5	0.3125	66.5	0.375	61.6	0.4375	57.5
1.25	0.25	69.4	0.3125	64	0.375	59.2	0.4375	54.8
1.125	0.225	69.6	0.25	67	0.3125	61	0.375	55.7
1	0.225	66.6	0.25	64	0.3125	58	0.375	52.9
1							0.1055	
0.875	0.207	65.3	0.225	63.3	0.025	60.5	0.3125	54.3
0.75	0.192	63.4	0.207	61.4	0.025	563	0.3125	49.8
0.75							0.1055	
0.75							0.072	
0.75							0.0625	
0.625	0.177	60.7	0.192	58.5	0.225	54	0.25	51
0.625							0.1055	
0.625							0.054	
0.5	0.162	57.1	0.177	54.5	0.192	52.2	0.207	49.8
0.4375	0.148	55.8	0.162	53.2	0.177	50.7	0.192	48.3
0.375	0.135	54.1	0.148	51.4	0.162	48.7	0.177	46.1
0.3125	0.12	52.2	0.135	48.8	0.148	46	0.162	43.4
0.25	0.105	49.6	0.12	45.6	0.135	42.2	0.148	39.4
0.1875	0.08	49.1	0.092	45.1	0.12	37.2	0.135	33.8
0.125	0.054	48.7	0.072	40.2	0.092	33.4	0.105	29.5
0.09375	0.041	47.6	0.047	45.2	0.063	35	0.08	29.6
0.0625	0.035	42.3	0.041	37	0.047	33.2	0.063	24.6

Wire sizes other than above may be specified subject to vendor's approval as to practicability of weaving.

3.4.4.6 Type V. Mesh size and wire size (diameter) shall be as specified. Vendors should be consulted as to practical combinations of wire diameters and meshes.

3.4.4.7 Type VI. Mesh size and wire size (diameter) shall be as specified in the drawing, contract or order. Vendor's should consult the applicable drawing.

3.4.4.8 Carbon steel wire hot galvanized after weaving. Carbon steel wire hot galvanized after weaving should be specified only in coarse sizes; in general not finer than 8 mesh, depending on the wire diameter.

3.4.4.9 Carbon steel wire galvanized before weaving or electrogalvanized. Carbon steel wire galvanized before weaving or electrogalvanized should be specified only in medium and coarse meshes; in general not finer than 40 mesh, dependent on the wire diameter.

3.4.4.10 Special industrial wire cloth. When industrial wire cloth is needed to be woven of metals or alloys other than those listed in 3.4.2, or having wire sizes (diameter), space openings, or meshes other than those required by this specification, it is recommended that as many portions of this specification be used as possible, and that the tolerances be those of the regular cloth of this specification most nearly like the special cloth. When it is desired to increase the opening, the wire diameter shall be increased.

3.4.5 Widths. Widths shall be specified in inches and fractions thereof.

3.4.6 Lengths. Full rolls shall contain approximately 100 linear feet and shall not be in more than three pieces to the roll. Unless specifically permitted, no piece shall be less than 10 feet in length.

3.4.7 Tolerances.

3.4.7.1 Wire Diameter. Tolerances for wire diameter before weaving shall be in accordance with Table IV.

TABLE IV. Tolerances for wire diameters

Carbon Steel		Stainless Steel and non-ferrous	
Wire Diameter	Tolerance	Wire Diameter	Tolerance
Inch	Inch	Inch	Inch
0.300 and coarser	±0.003	0.300 and coarser	±0.002
0.4375 to 0.080 incl.	.002	.4375 to 0.063 incl.	.0015
.072 to .035"	.001	.054 to .047 "	.001
.032 to .028 "	.0008	.041	.0008
.025 to .020 "	.0006	.035	.00075
.018 to .016"	.0005	.032	.0006
.15 to .011"	.0004	.028 to 0.020 "	.0005
.10 to .006 "	.0003	.018 to .012 "	.0004
.0055 to .0045	.0002	.011 to 008 "	.0003
		.0075 to .0045 "	.00025

3.4.7.2 Mesh. Tolerances in mesh shall be applied separately for warp and for shoot and in accordance with Table V.

TABLE V. Tolerance in Mesh

Mesh Sizes	**Tolerance in mesh count**	
	Warp wires	**Shoot wires**
	Percent	Percent
30 Mesh and coarser	±2	±3
Finer than 30, but not finer than 200	±2	±4
Finer than 200	±3	±4

3.4.7.3 Average opening of space cloth Types III and IV. The tolerances in average opening of space cloth, Types III and IV, shall be in accordance with Table VI.

TABLE VI . Tolerances on openings for space cloth

Openings	**Tolerance (Plus or Minus)**
Inches	Inch
1/16 to 1/8 incl.	0.007
Over 1/8 to 3/16 incl.	.010
Over 3/16 to 1/4 incl.	.012
Over 1/4 to 3/8 incl.	.015
Over 3/8 to 1/2 incl.	.017
Over 1/2 to 3/4 incl.	.020
Over 3/4 to 1 incl.	.030
Over 1 to 1 1/2 incl.	.045
Over 1 1/2 to 3 incl.	.075
Over 3	.100

3.4.7.4 **Width.** Permissible tolerance in the width of the industrial wire cloth shall be in accordance with Table VII.

Mesh	**Tolerance in width**
	Inch
5 mesh and coarser	±1/4
6 to 50 mesh	±1/8
Finer than 50 mesh	±1/16

3.4.7.4.1 In the case of selvaged cloth 3.4.9, measurements of the width shall be made from the outside of the loop of the selvage the outside of the loop of the opposite selvage.

3.4.8 Total Length. Permissible tolerance in the length shall be plus or minus 10 percent for total length specified.

3.4.9 Edges. Medium and fine meshes of Types I and II of industrial wire cloth are furnished commercially either with or without selvage edges. Coarse meshes of Types I and II, and all industrial wire cloth of Types III, IV and V are generally not obtainable with selvage edges; vendors should be consulted before specifying.

3.4.10 Workmanship. Industrial wire cloth shall be made of commercially high grade wire and shall be first-class in every respect. The cloth shall have smooth edges, and be free of tearing, projecting ends and rust pits.

3.5 ACCESSORIES

Item 1 - Caps.
Item 2 - Top rail and brace ends
Item 3 - Top rail sleeves
Item 4 - Wire Ties and Clips
Item 5 - Brace Bands
Item 6 - Tension Bands
Item 7 - Tension Bars
Item 8 - Tension Wire
Item 9 - Truss Rods
Item 10 - Barbed Wire
Item 11 - Barbed Wire Support Arms
Item 12 - Miscellaneous accessories

3.5.1 Material. Unless otherwise specified, material for accessories not specified herein shall be at the manufactured from material of such quality that after forming into finished products shall meet the requirements hereinafter specified.

3.5.2 Zinc-coating. Unless otherwise specified herein, all ferrous accessories shall be hot dip zinc coated with an average weight of not less than 1.2 ounces of zinc per square foot of coated surface unless otherwise specified.

3.5.3 Color coating and material. When color coating is required, the color shall be as specified, and shall match the color specified for chain-link fabric as cited in RR-F-191/1. Ferrous accessories shall be zinc-coated in accordance with 3.4.2 prior to application of color coating. Unless otherwise specified, color coating material shall be at the option of the manufacturer.

3.5.4 Items

3.5.4.1 Item 1, Caps. All exposed ends of tubular posts shall be fitted with caps. The cap shall fit snugly over the posts and exclude moisture such as rain. When top rail is provided with caps, the caps shall have a ring or hole suitable for the through passage of the top rail. Caps shall be formed steel, malleable or cast iron, or aluminum alloy.

3.5.4.2 Item 2, top rail and brace ends. Ends for top rail and braces shall be provided when top rail or braces are required. Top rail and brace ends shall be formed steel, malleable or cast iron, or aluminum alloy.

3.5.4.3 Item 3, top rail sleeves. Top rail sleeves shall allow for expansion and contraction of the top rail. Top rail sleeves shall have a minimum length of 6 inches, and be of the same material as the top rail. Top rails provided with 3-inch swage ends are acceptable in lieu of top rail sleeves.

3.5.4.4 Item 4, Wire Ties and Clips. Wire ties or clips shall be provided for attaching fabric to line posts, top rail, or tension wire. Wire ties and clips shall be at intervals not greater than 15 inches when attaching fabric to line posts, and the space interval shall not exceed 24 inches when attaching fabric to top rails or tension wire. Wire ties and clips shall be not less than the fabric wire gauge size and of the same material and coatings. The minimum weight for zinc-coated wire ties and clips is 0.8 ounces of zinc per foot of coated surface area. Wire ties and clips shall not fracture when tested.

3.5.4.5 Items 5 and 6, brace and tension bands. Brace bands shall be used to secure top rail and brace ends to terminal posts. When tension bars are used, tension bands shall be used for securing chain-link fabric at each terminal post (see 3.5.4.6). Spacing of tension bands on posts shall be at 15-inch intervals or less. Brace and tension bands shall be steel and shall be 3/4 inch wide by 1/10 inch thick nominal.

3.5.4.6 Item 7, tension bars. Tension bars for 1 3/4 and 2-inch mesh shall be no less than 3/16 by 3/4 inch or equivalent cross-sectional area. Tension bars for 1-inch mesh shall b no less than 3/8 by 3/16 inch or equivalent cross-sectional area. A tension bar shall be provided where chain-link fabric meets terminal posts. Tension bars shall be steel, of a continuous length compatible with the height of the fence and shall be threaded through the fabric and attached to the post by tension bands (see 3.5.4.5). Roll formed posts with integral loops for weaving fabric to posts are acceptable in lieu of tension bars.

3.5.4.7 Item 8, Tension Wire. Tension wire shall be furnished when top rail is not required. Tension wire shall be used at the bottom of the fence when fabric is not otherwise secured. Tension wire shall be zinc coated steel, aluminum coated steel, polyvinyl chloride (PVC) over zinc-coated steel, or aluminum alloy as specified. Unless otherwise specified, all tension wire shall be 7 gauge wire size with an outside diameter of 0.177 inch (±0.005 inch).

3.5.4.7.1 Steel Tension Wire. Steel tension wire shall be marcelled or crimped coil spring hard tempered carbon steel wire. The tension wire shall have a minimum tensile strength of 75,000 pounds per square inch. Zinc-coated steel shall not have less than 1.2 ounces of zinc per square foot of coated surface area unless otherwise specified. Aluminum coated steel shall not have less than 0.40 ounces of aluminum per square foot of coated surface area. PVC coated wire shall have minimum coating thickness of 0.007 inches. The coatings shall match the fence fabric unless otherwise specified.

3.5.4.7.2 Aluminum Ally Wire. Aluminum alloy tension wire shall conform to the chemical composition of ASTM B211, Alloy 6061-T94.

3.5.4.8 Item 9, truss rods. Truss rods shall be steel and have a minimum diameter of 5/16 inch.

3.5.4.9 Item 10, barbed wire. Barbed wire shall consist of two 12-1/2 gauge 0.099 inch (±0.005 inch) twisted line wires with 14-gauge 0.080 inch (±0.005 inch) round barbs. Barbed wire shall be zinc-coated steel, aluminum coated steel, aluminum alloy, or PVC over zinc-coated steel as specified. All barbs shall consist of four points and spacing of barbs shall be at 5-inch (± 1 inch) centers.

3.5.4.9.1 Zinc-coated steel barbed wire. Zinc-coated steel barbed wire shall have a zinc-coating of at least 0.80 ounces per square foot of coated surface area in accordance with ASTM A90.

3.5.4.9.2 Aluminum-coated steel barbed wire. Aluminum-coated steel barbed wire shall have an aluminum coating of at least 0.30 ounces per square foot of coated surface area. Solid aluminum barbs are acceptable.

3.5.4.9.3 PVC-coated steel barbed wire. PVC coated steel barbed wire shall have a PVC-coating of at least 0.007 inch thickness. The wire shall be coated with a minimum of 0.3 ounces of zinc per square foot of coated surface area before application of the PVC-coating.

3.5.4.9.4 Aluminum alloy barbed wire. Aluminum alloy barbed wire shall conform to the chemical composition of ASTM B211, Alloy 60661-T94.

3.5.4.10 Item 11, barbed wire support arms. Barbed wire support arms shall be of the following types as specified by ordering agency.

(a) Single - arm, for three barbed wire strands.
(b) V - arms, for six barbed wire strands.
(c) A - arms, for five barbed wire strands.

When installed, the barbed wire support arms shall project at an angle of 45 ± 5 degrees from the plane of the fence line and the outer strand of barbed wire shall be positioned 12 ± 2 inches horizontally from the fence line. Intermediate strands of barbed wire shall be uniformly spaced between the strand on the end of the support arm and the fabric. All support arms shall be fitted with clips or slots for attaching the barbed wire to the support arm. Support arms shall be capable of withstanding a load of 250 pounds (lb) when tested.

3.5.4.11 Item 12, miscellaneous accessories. Unless otherwise specified, miscellaneous items, such as bolts, nuts, and washers shall be galvanized steel or aluminum alloy at the manufacturer's option.

3.6 Barbed wire shall be of the following types:

Type I	-Zinc-coated
Type II	-Aluminum-coated
Type III	-Aluminum-clad
Type IV	-Cooper-clad
Type V	-Plastic-coated

3.6.1 Type I, zinc-coated

3.6.1.1 Strand wire. Size of strand and barb wires and weight of zinc-coating shall be in accordance with Table I, and as specified by the ordering agency. All wires shall be double strand unless otherwise specified.

TABLE I. Strand wire size and weight of zinc-coating on strand wire and barbs

Steel Wire Gauge	Nominal Diameter Zinc-Coated Wire 1/	Wire S-Strand B-Barbs	Minimum Weight of Coating of uncoated wire surface Class 1	Class 2	Class 3
	Inch		oz/ft^2	oz/ft^2	oz/ft^2
12	0.106	S,B	0.30	0.50	0.80
12-1/2	.099	S,B	.30	.50	.80
13	.092	S	.30	.50	.70
13-1/2	.086	S,B	.25	.45	.65
14	.080	S,B	.25	.45	.65
15-1/2	.067	S	.15	.35	.50
16	.062	B	.15	.35	.50

1/ The drawn diameter of bright wire is controlled so that, after applying the protective coating, the wire conforms to the dimensions in this table and to the tolerances in 3.5.1.

3.6.1.2 Barbed wire fabrication. Number of points, spacing wire size, and shape of barbs shall be in accordance with Table II, as specified by the ordering agency.

TABLE II. Barbed wire fabrication, zinc coated.

Strand Steel Wire Gauge	Nominal Diameter Zinc-coated Strand Wire	Diameter of Barbs, Steel Wire Gauge	Number of Points	Spacing of Barbs	Shape of Barbs 1/
No.	Inch	No.		Inch	
12	0.106	14	4	4	Round
12-1/2	.099	12-1/2	2	4	Flat
12-1/2	.099	14	2	4	Half-round
12-1/2	.099	14	2	4	Round
12-1/2	.099	14	4	5	Half-round
12-1/2	.099	14	4	5	Round
13 2/	.092	13-1/2	4	6	Round
13-1/2	.086	14	2	4	Round
13-1/2	.086	14	4	5	Round
14 3/	.080	16	2	4	Round

1/ The gauge of half-round and flat barbs is designated by the gauge of the round wire from which the barbs are rolled.

2/ Single Strand Barbed Wire

3/ Temporary or electrified fencing

3.6.2 Type II, aluminum-coated. Aluminum coated barbed wire shall be in accordance with Tables III and IV, as specified.

TABLE III. Size and construction of barbed wire.

Strand Steel Wire Gauge	Nominal Diameter Aluminum-coated wire in strand	Diameter of Barbs, Steel Wire Gauge	Number of Points	Spacing of Barbs	Shape of Barbs 1/
No.	Inch	No.		Inch	
12-1/2	0.099	14	2	4	Round
12-1/2	.099	14	4	5	Round
12-1/2	.099	14	4	5	Half-Round
12-1/2	.099	12-1/2	2	4	Flat
14	.080	16	2	4	Round

1/ The gauge of the half-round and flat barbs is designated by the gauge of the round wire from which the barbs are rolled.

TABLE IV. Minimum weight of coating on a aluminum-coated barbed wire

Steel Wire Gauge	Nominal Diameter of Aluminum-coated wire	Minimum weight of aluminum coating of uncoated wire surface
No.	Inch	oz/ft^2
12-1/2	0.099	0.19
12-1/2	.099	.30
14	.080	.17
14	.080	.25
16	.062	.13
16	.062	.19

3.6.3 Types III and IV

3.6.3.1 Strand Wire.

3.6.4 Type III, aluminum-clad. Nominal diameter of clad strand wire shall be 0.080 or 0.099 inch as specified. Tolerance on diameter of clad wire shall be plus or minus 0.002 inch. Thickness of aluminum shall be 0.004 inch minimum.

3.6.5 Type IV, copper-clad. Nominal diameter of strand wire shall be 0.080 or 0.099 inch as specified. Tolerance on diameter of clad wire shall be plus or minus 0.002 inch. Unless otherwise specified, thickness of copper-clad shall be 0.005 inch minimum.

3.6.5.1 Barbs on strand wires. Number of points, spacing, wire size and shape of barbs shall be in accordance with Table III. Thickness of copper clad on barbs shall be 0.005 inch minimum, and the thickness of aluminum-clad on barbs shall be 0.004 inch or greater.

3.6.6 Type V, plastic-coated. Plastic-coated barbed wire shall have plastic-coated strand wire and aluminum alloy barbs. Unless otherwise specified, plastic coat on strand wire shall be weather-resisting polyvinyl chloride, and color and thickness of the plastic material shall be at the manufacturer's option.

3.6.7 Tolerances

3.6.7.1 Types I, and II, wire, strand and barbs. The permissible variations from the nominal diameter of wire shall be ± 0.005 inch for zinc-coated wire and ± 0.004 inch for aluminum-coated.

3.6.7.2 Types I, II, III, IV and V, spacing and length of barbs. The average spacing shall not exceed the spacing specified in Tables II and III and no individual spacing shall vary from the specified spacing by more than 3/4 inch. The length of barbs shall be not less than 1/2 inch.

3.6.7.3 Types I, II, III, IV and V

3.6.7.3.1 Joints in strand wire. Splicing of individual strand wires by means of wrap joint or an electric butt weld is permissible. No more than three splices or joints shall exist in any 80-rod (1320 feet) spool.

3.6.7.3.2 Barbed wire spools. Single strand wire shall be furnished in an 80 rod (1320 feet) reel-less pack. Double strand barbed wire shall be furnished on non-collapsible and non-returnable spools. When specified, each spool shall contain 80 rods (1320 feet), or 20 rods (330 feet) of barbed wire. Spools shall be constructed in such a manner that the entire spool of barbed wire can be dispensed without collapse of the spool.

3.6.7.3.3 Breaking strength. When tested, zinc-coated, aluminum-coated, and plastic-coated barbed wire shall withstand the minimum loads in Table V. Aluminum-clad, and copper-clad barbed wire strand shall withstand a minimum load of 1100 pounds-force (lbf) for 0.099 inch diameter and 720 lbf for 0.080 inch diameter strand wire or wires.

TABLE V. Breaking strength, zinc-coated, aluminum-coated, and plastic-coated strand wire or wires

Size, each strand wire, gauge	Breaking strength minimum
No.	Lbf.
12	950
12-1/2	950
13	590 1/
13-1/2	950
14	650
15-1/2	850

1/ Single (one) strand wire.

3.6.8 Workmanship. Double wire strand shall be uniformly twisted and the barbs cut at an acute angle shall be sharp, well-formed and tightly wrapped. Single strand wire shall be crimped approximately 0.060 inch deep with a pitch of approximately 0.60 inch and the barbs cut at an acute angle shall be sharp, well-formed and tightly wrapped. Zinc-coated wire shall be free of bruised or scaled coating, blister and uncoated areas except ends of barbs. Aluminum and copper coatings, shall be free of flaking and shall completely cover the wire except at end of the barbs. Plastic coat or strand wire shall be free of cracks and openings to the base metal.

3.6.9 Intended Use

3.6.9.1 Barbed Wire. Barbed wire is intended for general use whenever barbs are required.

3.6.9.2 Woven Wire. Woven wire fencing is intended for enclosing fields, corrals, and yards, enclosure for protecting livestock, and for right-of way.

3.6.9.3 Netting. Netting is intended for poultry fencing.

3.6.9.4 Posts. Posts are intended for use as line, end, and corner supports and as intermediate braces. U-section posts are also used for sign posts.

3.6.9.5 Accessories.

3.6.9.5.1 Stays. Stays are intended for maintaining wire spacings and for additional support of woven wire and barbed wire in spaces between posts.

3.6.9.5.2 Fasteners. Wire fasteners or clamps are intended for attaching wires and barbed wire to metal posts.

3.6.9.5.3 Gates. Gates are intended as a means for entrance or egress for fenced enclosures.

4. INSTALLATION AND REPAIR

4.1 GENERAL

4.1.1 All material specified herein shall be full weight and first-class in every respect. All fittings necessary to produce a complete installation or repair shall be included even though not specifically mentioned.

4.1.2 Shop drawings showing layout, fabrication, assembly, color and erection details shall be submitted by the ordering agency with purchase requisition.

4.1.2.1 No forms are required unless otherwise indicated on the drawings. (see paragraph 7.2.2)

4.2 SITE PREPARATION

4.2.1 The location of fence lines, gates and terminal posts shall be marked with suitable stakes by the requesting agency. Stake intervals shall not exceed 500 ft. or line of sight.

4.2.2 All underground utility locations and other underground structures shall be identified by requesting agency.

4.2.3 Before installing or repairing chain-link fence, all necessary site clearing and grading shall be performed by the requesting agency. An adequate clearance on both sites of the fence line is required.

4.3 POST LOCATION

4.3.1 Space the posts equidistance at intervals not exceeding 10 ft. measure the interval parallel to the grade of the proposed fence and in the line of fence from center to center of the post.

4.3.2 Set terminal posts (end, corner and gate) at the beginning and end of each continuous length of fence and at abrupt changes in vertical and horizontal alignments.

4.4 POST SETTING

4.4.1 Set posts in concrete in holes of diameter and depth as follows unless otherwise specified (see para. 7). Intended use and local conditions shall determine post footing dimensions that is, under normal conditions, the diameter shall be four (4) times the largest cross section of the post. The depth shall be a minimum of 24 in. plus an additional 3 in. for each 1 ft. increase in the fence height over 4 ft.

4.4.2 Dig or drill holes in the line of the fence in accordance with 4.4.1. Forms are not necessary.

4.4.3 Set posts in a vertical position, plumb and in line. Backfill concrete (3000 psi) into the excavation and extend 2 in. above grade. An alternate method is to stop footing 2 inc. below grade to allow for cover with sod, blacktop, or other materials. Crown the concrete at the top to shed water and extend a minimum of 2 in. below the bottom of the post; or as specified (see para. 7).

4.4.3.1 On tennis courts, top of concrete footing shall be set flush with top of asphalt paving.

4.4.4 The use of mechanical devices for the setting of fence posts is acceptable under this practice, provided the mechanical device develops a strength in the ground equal or superior to the strength in the ground equal or superior to the strength in the ground equal to or superior to the strength developed by the concrete footing as recommended.

4.4.5 When solid rock or concrete is encountered, without an overburden of soil, set posts in the solid rock or concrete. The depth of the hole shall be three times the largest cross section of the posts. The diameter of the hole shall be 1/2 in. greater than the largest cross section of the post.

4.4.5.1 Excavation through concrete pavement may be done by cutting neat holes with a concrete saw.

4.4.6 The use of sleeves in order to leave voids in new concrete construction is allowed unless otherwise specified (see para. 7).

4.4.7 Half-fill the void with nonshrinkable hydraulic cement and force post to the bottom of the hole and plumb. Thoroughly work additional grout into the hole so as to leave no voids. Crown the grout to shed water.

4.4.8 When solid rock is covered by an overburden of soil or loose rock, set the posts to the full depth unless the penetration into solid rock reached the minimum depths specified in 4.45, in which case terminate the depth of penetration, construct footings from the solid rock to the top of the ground. Grouting will be required on the portion of the posts in solid rock in accordance with 4.4.7.

4.4.8.1 Whenever posts are set in sleeves, they shall be so set with cement grout up to 1 in. of the top of the wall. The top 1 in. shall be caulked with leadite.

4.5 TERMINAL POST BRACING

4.5.1 No braces are required on fabric 6 ft. high or less where the top rail is specified. On all fabric over 6 ft., braces are required. On fabric over 12 ft. in height, a center rail is required, regardless of height, all fences installed without a top rail shall have braces on all terminals.

4.5.2 Securely fasten diagonal braces to the terminal post and the adjacent line post or its footing or a footing of equal size. There shall be no more than 50-deg. Angle between the brace and the ground. Securely fasten horizontal braces with truss rods to the adjacent line posts and terminal posts.

4.5.3 When the top rail is used, attach the brace at the halfway point of the terminal post above grade and, when the top rail is omitted, at the two-thirds point above grade.

4.6 TOP RAIL AND TENSION WIRE

4.6.1 Support the top rail at each post so that a continuous brace from end to end of each stretch of fence is formed. Securely fasten the top rail to the terminal posts and join to the terminal posts and join with sleeves or coupling to allow for expansion and contraction.

4.6.2 When the top rail is omitted, stretch a tension wire from end to end of each stretch of fence at a height that will enable it to be fastened to the fabric within the top 1 ft. of the chain-link fabric. Securely fasten the tension wire to the terminal posts. The tension wire shall be taut and free of sag.

4.7 CHAIN-LINK FABRIC

4.7.1 Place chain-link fabric on the outside of the area enclosed or as specified (see para. 7).

4.7.1.1 Where fencing enclosures court games areas such tennis or basketball, the fabric shall be installed on the inside, facing the court game area.

4.7.2 Place the fabric by securing one end, applying sufficient tension to remove all slack making attachment elsewhere. Tighten the fabric to provide a smooth uniform appearance free of sag.

4.7.2.1 Fabric shall be tied in such manner as to be flush with the top of the top rail and the bottom of the bottom rails. The bottom rails shall be installed 2 (two) inches above finish grade. However, on tennis courts, bottom rail shall be installed 1 (one) inch above finished surface.

4.7.3 Cut the fabric by untwisting a picket and attach each span independently at all terminal posts. Use stretcher bars with tension bands at maximum 15 in. intervals or any other approved method of attachment.

4.7.4 Install fence fabric 2 in. above ground level. Measure clearance at the post with a tolerance of ± 3 in. Fasten the fabric to the line posts at intervals not exceeding 15 in. Fasten the fabric to the rail or tension wire at intervals not exceeding 24 in.

4.7.5 Join rolls of wire fabric by weaving a single picket into the ends of the rolls to form a continuous mesh.

4.8 BARBED WIRE

4.8.1 If barbed wire is required, pull it taut to remove all sag, firmly install it in the slots of the extension arms, and secure it to a post or terminal arm.

4.9 GATES

4.9.1 The requesting agency shall indicate the operational directional of the gates. Grade clearance and possible gate obstruction shall be considered in design to provide adequate operational clearance so that the gate can operate freely.

4.9.2 Install gates true to opening and plumb in a closed position

4.10 APPEARANCE

4.10.1 The area of installation or repair shall be left neat and free of any debris caused by the erection or repair of the fence.

4.10.2 Any concrete pavement which is damaged by the Contractor shall be replaced to nearest joint, and any grass disturbed shall be reseeded.

5. SAMPLING, INSPECTION AND TEST

5.1 Chain link fencing materials and installation covered by this specification will be subject to inspection by the City of Philadelphia upon completion and prior to payment. The completed work must meet the requirements of this specification in all respects.

6. DELIVERY

6.1 The fencing shall be installed at the location specified on the purchase order.

6.2 Contractor shall be responsible for inspecting the site prior to installation.

7. NOTES TO REQUISTIONER

7.1 Deviations from the requirements of this specification will be considered only upon adequate written justification from the using agency.

7.2 Requisitions for chain link fencing shall include the following:

7.2.1 Purchase and Installation/or Repair of Chain-Link Fencing per Procurement Department Specification 24-F-2a:89.

7.2.2 All dimensions required (see drawings & table entitled "Standard Chain Link Fencing Table.")

7.2.3 Gate Requirements

7.2.3.1 Type of gate required (see 3.1).

7.2.3.2 Design and construction of gate required (see 3.1.1).

7.2.3.3 When color coating is required and color (see 3.1.2).

7.2.3.4 When color coating material is other than specified (see 3.1.2).

7.2.3.5 Class, grade, and size of frame members required (see 3.1.3).

7.2.3.6 When zinc coating after fabrication is required (see 3.1.3.2).

7.2.3.7 Type, size of mesh, size of wire, color, and selvage for fabric required (see 3.1.4).

7.2.3.8 When barbed wire top on gate is required (see 3.1.5).

7.2.3.9 Coating required on latches, hinges, stops, and keepers, and weights of coatings if other than that specified (see 3.1.5).

7.2.3.10 Type latch required (see 3.1.6.1 and 3.1.6.2).

7.2.4 Fence Posts and Accessories Requirements

(a) Type and style (see 3.2).

(b) Chemical composition, when required (see 3.2.2)

7.2.4.1 Posts

(a) Yield and tensile strengths of hardness (see 3.2.2.2.1).
(b) Weight (see 3.2.2.2.2).
(c) Dimensions (see 3.2.2.2.3.1 and 3.2.2.2.4)
(d) Surface finish (see 3.2.2.2.5)
(e) Zinc-coated posts (see 3.2.2.2.6)
(f) Painted posts (see 3.2.2.2.7)
(g) Reflective tops (see 3.2.2.2.8)
(h) Style 2, protrusions and holes (see 3.2.2.3.2)
(i) Anchors (see 3.2.2.3.2.1)
(j) Style 3, zinc-coat on hardware with posts (see 3.2.2.4)

7.2.4.2 Accessories

(a) Style 4 stays, length and zinc-coating (see 3.2.2.5.1)
(b) Style 5 fasteners, wire size and zinc-coating (see 3.2.2.5.2)
(c) Fasteners for different size T-section post (see 3.2.2.5.3)
(d) Style 6 gates (see 3.2.2.5.4)

7.2.5 Chain Link Fence Fabric

7.2.5.1 Type, mesh size, wire gage size, and fabric height required (see 3.3, 3.3.3, 3.3.8 and 3.3.11)

7.2.5.2 When the steel wire is other than specified (see 3.3.2)

7.2.5.3 When weight of zinc coating is other than specified (see 3.3.4)

7.2.5.4 When method of applying the PVC coating is not manufacturer's option and method specified (see 3.3.7 and 3.3.7.1).

7.2.5.5 Color of PVC coated wire required (see 3.3.7.2)

7.2.5.6 When color of PVC coated wire is other than cited and color required (see 3.3.7.2)

7.2.5.7 When diamond counts are not as specified and diamond count required (see 3.3.9) (see 3.9)

7.2.5.8 Type of selvage if other than standard (see 3.3.10)

7.2.5.9 Length of fabric if other than standard (see 3.3.12)

7.2.6 Industrial Wire Fabric

7.2.6.1 Type and class required (3.4.1)

7.2.6.2 Finish required for steel wires (3.4.3)

7.2.6.3 Type of metal required for the cloth (3.4.2)

7.2.6.4 Whether steel wire cloth shall be galvanized before or after being woven (3.4.3.1 and 3.4.3.2)

7.2.6.5 Meshes per linear inch in each direction and wire size required for types I, II, V and VI (3.4.4)

7.2.6.6 Mesh size and wire size (diameter)) required for types III and IV (3.4.4)

7.1.6.7 Applicable drawing number for type VI (3.4.4.7)

7.1.6.8 Width required (3.4.5)

7.1.6.9 Lengths of full rolls and acceptable number and lengths of pieces (3.4.6)

7.2.7 Barbed Wire

7.2.7.1 Material (See 3.6)

7.2.8 Additional Accessories

7.2.8.1 Item required (see 3.5)

7.2.8.2 Material for accessories if other than specified (see 3.5.1)

7.2.8.3 Zinc-coating if other than specified (see 3.5.2)

7.2.8.4 Color coating material if other than specified and color required (see 3.5.3)

7.2.8.5 Type of tension wire required (see 3.5.4.7)

7.2.8.6 When tension wire is to be other 7 gauge and gauge required (see 3.5.4.7)

7.2.8.7 Zinc coating for steel tension wire if other than specified (see 3.5.4.7.1)

7.2.8.8 Type of barbed wire required (see 3.5.4.9)

7.2.8.9 Type of barbed wire support arms required (see 3.5.4.10)

7.2.8.10 When miscellaneous accessories are not the manufacturer's option and the accessories specified (see 3.5.4.11)

7.2.8.11 Accessories - Consult manufacturer's or suppliers when ordering accessories since some accessories are furnished with all chain-link fencing.

7.2.9 Include applicable drawings.

7.2.10 Any special conditions affecting installation, etc.

8. DEFINITIONS

8.1 Wire Fabric, Industrial

8.1.1 Mesh. The number of openings per linear inch, counting the number of meshes and fractional parts of a mesh from the center of one wire to a point 1 inch distant.

8.1.2 Square Mesh. Woven wire cloth having the same number of openings per linear inch and the same diameter of wire in the shoot as in the warp, thus producing a square opening.

8.1.3 Rectangular (off-count) mesh. Woven wire cloth in which the number of wires in the shoot is different (usually less) than in the warp, thus producing a rectangular opening. The diameter of the shoot wires may be either the same or different from those in the warp.

8.1.4 Plain Weave. Woven wire cloth in which the warp and shoot wires pass over one and under one in both directions.

8.1.5 Twilled weave. Woven wire cloth in which the warp wires and the shoot wires pass over two and under two wires in both directions.

8.1.6 Space Cloth. Woven wire cloth which is designated by the width of the open spaces between the inside faces of adjacent parallel wires, expressed in inches.

8.1.7 Intermediate Crimp. Woven wire cloth with extra crimps or corrugations between the points of intersection. This is sometimes designated inter-crimp or multiple crimp. It is usually employed only in coarse mesh cloth with comparatively light wire sizes. Either warp or shoot wires or both may be inter-crimped, as may be specified.

8.1.8 Warp Wire. The wires running the long way of the cloth as woven.

8.1.9 Shoot Wires. The wires running the short way of the cloth as woven.

8.1.10 Coarse Mesh. Cloth with a mesh count of less than 30 by 30.

8.1.11 Medium Mesh. Cloth with a mesh count of 33 by 30 to 90 by 90 inclusive.

8.1.12 Fine Mesh. Cloth with a mesh count finer than 90 by 90.

8.1.13 Selvage. Edge or border of a fabric finished off to prevent unraveling of wire cloth; often finished differently from the surface of the material.

STANDARD CHAIN LINK FENCING TABLE

HEIGHT OF FENCE	3 ft.	4 ft.	5 ft.	6 ft.	8 ft.	10 ft.	12 ft.	16ft.	20ft.
LINE POSTS	2 in. o.d. galv. Pipe			2-1/2 in. o.d. galv. Pipe			3 in. o.d. galv. Pipe		
TERMINAL POSTS Sizes	2-1/2 in. o.d. galv. Pipe			3 in. o.d. galv. Pipe			4 in. o.d. gal. pipe		
HORIZONTAL RAILS Sizes, Numbers				1-5/8 in. o.d. galv. pipe					
	2 rails	2 rails	2 rails	2 rails	3 rails	3 rails	3 rails	5 rails	5 rails
MAXIMUM SPACING OF LINE POSTS	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	8 ft.	8 ft.	8 ft
WIDTH OF FABRIC	3 ft.	4 ft.	5 ft.	6 ft.	8 ft.	10 ft.	12 ft.	8 ft.	12 ft. by 8 ft. & Up
GAUGE OF FABRIC	9 ga.	9 ga.	9 ga.	9 ga.	9ga.	9 ga.	9 ga.	9 ga.	9 ga.
LINE POST FOOTINGS Sizes - Dia. & Depth	9 in. dia. by 2 ft. 6 in. deep			12 in. dia. by 3 ft. deep			1 ft. 6 in. dia. by 4 ft deep		
TERMINAL POST FOOTINGS Sizes - Dia. & Depth	12 in. dia. by 2 ft. 6 in. deep		12 in. dia. by 3 ft. deep		1 ft. 3 in.dia. by 3 ft. 6 in. Deep		2 ft. dia. by 4 ft. deep		

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.

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

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 **$10.00 fee, company check or money order only, no personal checks or cash,** 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.

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:

- ☐ Company 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

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08

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

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, 2008 – June 30, 2010

(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 $30,000 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 $30,000 up to $500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2008 to June 30, 2010**, complete the enclosed application and return it with a check for **$175.00.** 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**" **2008 – 2010** 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 $175.00 for 7/1/08 to 6/30/10

DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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

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 19102-1685

Rob Dubow
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
$ 30,000.00 or less	No Check Required
$ 30,000.01 - $ 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 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 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
$ 30,000.00 or less	No Check Required
$ 30,000.01 - $ 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.

*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 nonresponsivencss 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 $30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than $30,000 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;

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 $30,000. If the amount of the contract to be awarded is greater than $30,000 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

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

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 of 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 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 of 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

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 $30,000, 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)**

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

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685

Hugh Ortman
Procurement Commissioner

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 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.

You are urged 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.

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