

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED
BUSINESS ENTERPRISES**

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

Under the authority of Executive Order No. 02-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Invitation and Bid.

The Office of Economic Opportunity (OEO) has approved projected ranges of participation for this Invitation and Bid which serve as a guide in determining each bidder's responsibility. These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. Please review these forms carefully as the submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

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

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A. PARTICIPATION RANGE

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

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

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

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

- The MBE, WBE or DSBE partner(s) must be certified by the OEO prior to bid opening;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including bidding, planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

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

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

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7. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. Any bid that the OEO determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the bidder on the contract, if awarded, where the bid satisfies the M/W/DSBE participation ranges for that contract; the bidder is rebuttably presumed not to have discriminated in its selection of contract participants. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the OEO that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of OEO Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the OEO will result in rejection of the bid as nonresponsive.

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

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

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

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3. If Bidder does not fully meet each of the range(s) for participation established for this Invitation and Bid, bidder must request a reduction of participation, indicating the level of M/W/DSBE participation that has been achieved by bidder and explaining what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.
- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.
- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.
- Provide any additional evidence pertinent to bidder's conduct relating to this bid including sufficient evidence which demonstrates to the OEO that bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing bidder's efforts to achieve participation within the ranges, bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

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

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.

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

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

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

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 2-05 or by reason of any contract resulting from the Invitation and Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the OEO may recommend to the Director of Finance the imposition of sanctions on the bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

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D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the bidder's place of business and/or job site and obtain documents and information from any bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain bidder's responsiveness and responsibility.
2. Failure to cooperate with the OEO in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

E. RECORDS AND REPORTS

1. The successful bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The successful bidder agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The successful bidder's compliance with the requirements of Executive Order 2-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

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

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

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (Bid) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises</i>				COMMERCE DEPARTMENT <i>OFFICE OF ECONOMIC OPPORTUNITY (OEO)</i>					
Bid Number		Name of Bidder		Date of Bid Opening					
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.									
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address									
Contact Person				Quote Received		Amount Committed To			
Telephone Number		Fax #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			
					%				
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address									
Contact Person				Quote Received		Amount Committed To			
Telephone Number		Fax #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			
					%				
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address									
Contact Person				Quote Received		Amount Committed To			
Telephone Number		Fax #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			
					%				
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address									
Contact Person				Quote Received		Amount Committed To			
Telephone Number		Fax #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			
					%				

(Rev. 11/2008/jss)

¹ M/W/DSBEs listed above must be certified by the OEO prior to bid submission date.

² Failure to give reason for no commitment may result in rejection of your bid.

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SECTION 1: GENERAL BID SUBMISSION

- 1.1 **TITLE: SNOW REMOVAL PHILADELPHIA INTERNATIONAL AIRPORT**
- 1.2 **SCHEDULE NO: 176-01**
- 1.3 **CONTRACT TERM: 09/01/2009 to 08/31/2010** (“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 16, 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**

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1.4.1 The following services are required in the operation of the City of Philadelphia's International Airport 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 except as described in paragraph 2.4.4. Purchase orders issued as a result of this bid will be for services to be provided generally on an as-needed basis. Successful bidders are cautioned not to perform any 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 Snow Clearance and Removal Services** only.

1.6 **STATEMENT OF DIRECTION:**

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for Snow Clearance and Removal Services for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

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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, 2009 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").

1.7.2 **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.

1.7.3 **Bids Opening July 1, 2009 through June 30, 2010**
Bidders may qualify for the Master Bid Security Program described above for **July 1, 2009 – June 30, 2010** by submitting a check in the amount of **\$120.00** 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*.

1.7.4 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:**

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- 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:**
For purposes of this bid ONLY, bidder shall submit with their bid a nonrefundable check or money order payable to the City of Philadelphia. The bid processing fee shall be as follows:
- If bidding on Area A only: \$50.00
If bidding on Area B only: \$50.00
If bidding on Area A and B: \$100.00
- Failure to submit the bid processing fee may result in disqualification from bidding.
- 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.

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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**

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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 services exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

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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 _____

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1.10 PRE-QUALIFICATION INFORMATION:

- 1.10.1 Vendor qualifications and the bid document must be submitted in two (2) separate sealed packages.

The first package must be identified as Bidder's Qualification Package and show the bid number along with the name of the firm. The packages should contain all of the information as requested in paragraphs 1.10.3 of this Invitation and Bid.

The second package must be identified as Bid Documents Package and show bid number along with the name of the firm. This package must contain the fully executed bid documents (to include pricing pages, contract backer any addendums, bid security and bid processing fee) as requested in paragraph 1.10.5.

- 1.10.2 Qualifications and bid must be complete and include all information required and as described in paragraphs 1.10.3 and 1.10.5 of this bid. Incomplete submission may result in bidder's disqualification for reason of non-responsiveness.

1.10.3 **Bidder Qualification Package**

The Bidder Qualification Package submittal must be in a separate envelope from the Bid Document Package. The bidder is to submit one original Qualification Package submittal plus two addition copies. The envelope is to clearly note bidder's firm name and be labeled "Bidder's Qualification Package."

The Bidder Qualification Package is to be organized as follows with all pages numbered.

Page 1 The number and types of equipment available for service.

Page 2 Where each piece of equipment is located.

Page 3 List of subcontractor(s) to be used.

Page 4 List any other information that would be helpful in the evaluation of contractor's ability to perform the requirements of this Invitation to Bid.

- 1.10.4 In order to help assure satisfactory performance under this contract, bidders may be required to show that during the course of their regular

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operations they regularly use the equipment called for herein both as to type and quality and that they have available facilities for immediate equipment maintenance and repair.

1.10.5 **Bid Documents Package**

This package must be identified as Bid Documents and show **Bid No. S0Z56200**, submittal date and name of the firm. This package must contain the fully executed bid documents, pricing pages, contract backer, references, contact information, contract backer, addendums (if any), Bid Security, and Bid Processing Fee. All bid pricing must be completed on the forms provided, be complete (bid all items) and be in ink or typed. Bid must be complete as to required signatures and corporate seal. Any bid submitted with counter terms and conditions may be disqualified.

1.11 **REFERENCES**

SECTION 1:

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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: SPECIFICATIONS

- 2.1 The services and equipment to be provided covers the removal, loading and transporting of snow from areas designated by the Division of Aviation (DOA).

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- 2.1.1 The Contractor undertakes the obligation to furnish, on a simultaneous basis the number and types of equipment stated in the bid, including tires, chains, etc., together with the necessary required accessories for the efficient operation of the equipment, including the repair and maintenance thereof. The contractor shall have the operators and equipment ready for efficient operation within three (3) hours after notice from the Division of Aviation.
- 2.1.2 **Contractor Compensation**
- 2.1.2.1 The hourly prices for equipment furnished (plus an allowance of one-half (1/2) hour in each direction for actual travel to and from Contractor's equipment yard), shall be compensated to the Contractor, which shall include furnishing the snow removal equipment, complete with required maintenance thereof, tires, chains, fuel, operator and all other requirements, including supervision, for the efficient operation of the equipment.
- 2.1.2.2 The Contractor will not be compensated for the one (1) hour travel for equipment stored at the airport. In the event it becomes necessary to substitute snow removal equipment on site by bringing in replacement equipment, there will be no provision for travel time allowance.
- 2.1.2.3 The Contractor shall furnish Foremen to supervise the work and be present throughout the snow removal operation. Foremen shall not operate equipment and be utilized exclusively for supervisory work. For Area "A" – six (6) foremen must be available at all times. For Area "B" – Six (6) foremen must be available at all times.
- 2.1.2.4 The Contractor will be compensated for Mobilization /Demobilization for each Area ("A" and "B") as noted in paragraph 2.4.4.
- 2.1.3 For any area ("A" or "B"), the Division of Aviation, may, in coordination with State and other City agencies, require plowing/clearing of areas into and out of the Airport. Examples of these areas include but are not limited to, Island Avenue, Tincum Avenue, Fort Mifflin Rd., Hog Island Road, Rte.291, and I95 on and off ramps.

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2.2 Equipment Readiness

- 2.2.1 During any period of time when a piece of equipment becomes inoperable or otherwise immobilized, which may cause other equipment to cease operation, time lost will not be included as part of the aggregate time worked by such equipment.
- 2.2.2 The Contractor will be responsible for repairs and full restoration of damage to any property or facilities caused by his operations and/or operators.
- 2.2.2.1 No track driven equipment shall be permitted on paved surfaces.
- 2.2.2.2 No teeth on loader or grader blades will be permitted on snow removal equipment.
- 2.2.3 The Contractor shall have the operators and equipment on site and ready for efficient operation within three (3) hours after notice from the Division of Aviation.
- 2.2.4 In the event of a snow emergency, the Division of Aviation will order that all equipment required be delivered to the Airport.
- 2.2.5 Minimum inventory of equipment due on-site for each area ("A" and "B") by November 15 of each contract year or upon City notification; whichever is first:
- 3 Pippins
 - 3 Pickups with Plows
 - 7 Front End Loaders
 - 7 Ramp Plows in area "A", 8 in area "B"

NOTE: The type/make of articulating plow blades shall be determined at the discretion of the contractor in accordance with the contract requirements.

- 2.2.5.1 All vehicles must have identification numbers in at least 3" letters on the side of the vehicle. Awarded vendor's logo must be on all vehicles including subcontractors on both sides of vehicle/equipment.

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2.2.5.2 All vehicles and equipment must have operating heaters, defrosters, headlights, taillights, windshield wipers and strobe or beacon lights.

2.2.5.3 Airport regulations require that proper Vehicle Identification apply to all equipment deployed.

2.2.6 Bidder(s) shall not be compensated for any periods of time during which a piece of equipment is inoperative or otherwise immobilized and/or which causes any other associated equipment to be rendered inoperative or immobile.

2.2.7 The City shall have the sole right to determine which equipment items are judged to be down and the number of hours involved.

2.2.8 **Equipment Cancellation**

2.2.8.1 The Division of Aviation reserves the right to change or adjust deployment times of contractor equipment due to changing weather conditions at no additional cost to the City of Philadelphia except as defined in paragraph 2.2.8.6.

2.2.8.2 Any time prior to the arrival of the equipment at the assigned location, the City may cancel the request for additional equipment (equipment not already at location).

2.2.8.3 If the equipment has not left the bidder's airport staging area location, only stand-by rates may apply (see paragraph 2.2.8.6).

2.2.8.4 The contractor will not be paid on hourly rate under any circumstances if services have not been performed.

2.2.8.5 If a vehicle is in route to the assigned location, the bidder shall be paid for the allowable travel time.

2.2.8.6 **Equipment Cancellation and Stand-by Rates**
Whenever equipment and labor have been placed on location and available for services and subsequently not deployed due to changing weather conditions; a payment to contractor shall be authorized for the type of equipment involved, as a stand-by payment, in an amount totaling 25% of the line item hourly bid

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price for those equipment items multiplied by the number of equipment stand-by hours.

2.2.9 The notice to proceed given to the Contractor by the City will include the following:

- A. Notice to deliver all equipment as specified
- B. The areas to be cleaned
- C. Instructions as to location for snow piling or dumping.

2.2.10 Notice to proceed may be given by telephone or in any manner suited to the urgency of the situation. Contractor is required to maintain a telephone at which the notice to proceed will be received and acted upon at any hour of the day or night.

Contractor shall state the names and addresses of persons to contact for emergency calls.

NAME: _____

ADDRESS: _____

PHONE NO: _____

NAME: _____

ADDRESS: _____

PHONE NO: _____

NAME: _____

ADDRESS: _____

PHONE NO: _____

2.2.11 The work shall be continuous on an around-the-clock basis until work is completed as required by the Division of Aviation.

2.3 **Operational Issues**

2.3.1 Contractors should transport relief drivers to their equipment for shift change, lunch and other breaks. It is the goal of this contract that all equipment is in continuous operation.

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2.3.2 The City and successful bidder shall determine the communication equipment to be provided after the contract has been awarded in accordance with all contract requirements.

2.3.3 By November 1 of each year contractor must provide some proof that all his drivers have been properly instructed related to yielding to aircraft. In addition, contractors must ensure that all supervisors/foreman are processed and properly badged by the DOA and have passed the airfield driver training course.

2.3.4 Contractor will follow all local, state and federal airport rules and regulations and all Transportation Security Administration (TSA) security measures that may be imposed upon the Airport at any time, at no additional cost to the City.

2.4 **Pricing**

2.4.1 Bidders are to bid an hourly rate per unit w/Operator for each time period.

Bidders may bid both areas "A" and "B". The City may elect to order more or less of any item as needed or required.

2.4.2 Bidders shall submit a price for each item listed in section 5: Pricing. Prices shall be firm for the Initial Term of the Contract.

2.4.3 The DOA may want to use their own equipment and only need the services of a Heavy Equipment Operator. Bidder shall provide an hourly rate for the operator in Section 5.

2.4.4 The bidder is to bid a fixed lump sum price for mobilization and demobilization. This work shall include delivery of all equipment required to be stored on site (per paragraph 2.2.5) in good operating condition and the subsequent removal of all equipment at the end of each winter season.

This work shall also include, but not be limited to, costs for insurance, permits; compliance with Airport Security requirements including ID Badging, installation of City owned couplers and plows on vendor supplied equipment and their subsequent removal, and all other necessary incidentals. The contractor shall be paid 60% of this price upon delivery of all equipment required to be stored on site and fulfillment of Airport ID Badging requirements for all supervisors/foremen. The remaining 40% will be paid upon removal of all equipment from the site at the end of each winter season.

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2.5 CONTRACTOR COORDINATION

The successful bidder will coordinate and communicate with the Snow Melter Contractor to provide for snow removal.

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

The award of the contract to the successful bidder will take place in the below stages.

3.1.1 **Qualification Stage:**

3.1.1.1 The qualification information furnished by the bidders in accordance with paragraphs 1.10.1 – 1.10.4 will be received by the City of Philadelphia’s Procurement Department for determination as to bidder’s ability to perform the scope of services listed.

3.1.1.2 The City may require bidders to briefly discuss or clarify their submission.

3.1.1.3 The Procurement Department and the Division of Aviation shall evaluate all on-time submissions.

3.1.1.4 The City shall not be liable for any costs associated with the development, preparation, transmittal or presentation of any information or material submitted in response to this qualification information request. All information/material submitted becomes the sole property of the City and will be retained, returned, or destroyed at the City’s discretion.

3.1.1.5 **Reservation of Rights**

The City reserves and may exercise the following rights and options with respect to the qualification process:

3.1.1.5.1 To qualify one (1) or more bidders.

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- 3.1.1.5.2 To reject any and all qualification information received pursuant to this request.
- 3.1.1.5.3 To supplement, amend, substitute or otherwise modify the qualification information request at any time prior to bidder qualification process or to extend the submittal date and request additional qualification information prior to final determination of bidders eligible for award.
- 3.1.1.5.4 To request additional qualification information (including information inadvertently omitted) and to conduct investigations with respect to the qualifications of each bidder submitting qualification information.
- 3.1.1.5.5 To expressly waive any defect or technicality in the qualification information received.
- 3.1.1.5.6 All bidders submitting qualification information will be informed in writing of the City's decision.
 - A. If a bidder's qualification information is determined to be non-responsive per the requirements of this bid, the bidder will be disqualified. Disqualification for non-responsiveness is final in the sole judgment and discretion of the City.
 - B. Bidders disqualified for reasons of responsibility who wish to appeal the decision must do so within two (2) business days of receipt of notification by the City.
- 3.1.1.5.7 Only those bidders determined qualified will be eligible for an award. Bid packages from disqualified bidders will not be opened and will be returned unopened to the address specified in paragraph 1.10.3.
- 3.1.1.5.8 The City reserves the right to make site inspections of the contractor's facility, whether announced or unannounced prior to the award of this Invitation and Bid and during the life of the contract.

3.1.2 **Bid Evaluation Stage:**

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Notification of the Bid Opening date shall be announced once the City has completed its review of the Bidder Qualification Stage.

Bids will then be opened and evaluated only from those bidders who have been accepted under Paragraph 3.1.1. Qualification Stage.

3.1.2.1 Bids will be evaluated by the Procurement Department and the Division of Aviation.

3.1.2.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.

3.1.2.3 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 and is in the sole judgment and discretion of the City.

3.2 **AWARD:**

3.2.1 This Invitation and Bid shall be awarded as a separate contract for each area (area "A" and area "B") to the lowest responsive and responsible bidders. Items 5.1.9 and 5.2.9 are not factored in bid. Bidders may bid both areas but only one area shall be awarded to a contractor. If conditions require, contractor may be required to provide service in either or both areas.

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.

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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:

For the purposes of this Bid, the Master Performance Security Program does not apply. The successful bidder will be required to furnish an individual performance security bond based upon 100% of the total award amount.

It is estimated that \$400,000.00 will be expended in Area “A” and \$400,000.00 will be expended in Area “B”. The performance security bond will be based upon the estimated amount for each contract awarded.

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,

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Section 17-104 of the Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

3.3 **INSURANCE:**

For this bid only, Paragraph 15 of the “Terms and Conditions of Bidding and Contract” is deleted and replaced with the following:

- 3.3.1 Contractors must indemnify, defend and hold the City harmless from and against any and all losses or costs arising out of their services in connection with the Contract.
- 3.3.2 Contractor must release/waive the City from liability for personal or bodily injury resulting from use of the equipment.
- 3.3.3 Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the Services, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein shall be written on an “occurrence” basis and not a “claims made” basis.
- 3.3.4 In no event shall services be performed until the required evidence of insurance has been furnished. 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. The City, its officers, employees and agents, shall be named as additional insured on all policies required hereunder except the Workers’ Compensation and Employees’ Liability Policy.
- 3.3.5 Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insured will be primary to any other coverage available to them and that no act or omission of the City shall invalidate the coverage.

(a) **WORKERS' COMPENSATION AND EMPLOYEES' LIABILITY**

Workers' Compensation - Statutory Limits

Employer's Liability: \$500,000 each accident- bodily injury by

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accident; \$500,000 each employee - bodily injury by disease;
\$500,000 policy limit

Pennsylvania Endorsement

(b) **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Limit of Liability: \$10,000,000 per occurrence combined single limit for Bodily injury (including death) and property damage liability. Coverage: Coverage shall include premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); independent contractors; employees as additional insureds; cross liability; broad form property damage.

(c) **AUTOMOBILE LIABILITY**

Limit of Liability: \$10,000,000 per occurrence combined single limit for Bodily injury (including death) and property damage liability.

Coverage: Owned, non-owned, and hired vehicles.

Evidence of Insured Coverage

Certificates of Insurance evidencing the required coverage shall be submitted to the Responsible Official (at the address set forth in the Agreement) and the City's Risk Manager at least ten (10) days before services commence and at least ten (10) days before each renewal term. The City reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days written notice to Contractor.

The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Agreement by Contractor to the City, or to limit Contractor's liability under the Agreement to the limits of the policies of insurance required to be maintained by Contractor in this Agreement.

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.

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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 services are 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 The payment for work will be computed from the aggregate number of hours worked at the hourly rate for each piece of equipment, plus an allowance of one-half hour in each direction of actual travel to and from the contractor's equipment yard. Except for travel time, the period for which the contractor will be paid shall begin at the time each piece of equipment arrives at the designated deployment site and commences operations, and will end when each piece of equipment leaves the designated deployment site at completion of its job assignment. No provision for travel time if necessary to use substitute equipment. (Paragraph 2.1.2.2). Payment will also be made for Mobilization/Demobilization.

- 4.1.2.1 Paying the successful bidder is the responsibility of the Division of Aviation, not the Procurement Department. The successful bidder should bring any problems concerning payments to the attention of the Division of Aviation. The name and telephone number of the contact person can generally be found on the Purchase Order.

- 4.1.3 The City shall NOT pay for any downtime except as stated in paragraph 2.2.8.6.

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4.1.4 The Philadelphia International Airport is responsible for monitoring the services 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.

4.1.5 **Contract Extras**

Contract extras are defined as services, supplies or equipment that are required within the scope of work authorized in the contract and provided on a fixed or variable basis. Whenever such services, supplies or equipment are required, they shall be proposed on the Work Request Form (72-290) and authorized in written form by properly designated Contract Management Representatives of both the City and Operator. The final approval shall rest with the Procurement Department. A sample of the form is included in the bid as Attachment A. Copies of the form shall be provided by the department.

4.1.6 **ADD-ONS:**

The City reserves the right to add, delete or change locations; or to acquire other types of equipment and snow removal services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number bid schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

4.1.7 **Contract Extras**

Contract extras are defined as services, supplies or equipment that are required within the scope of work authorized in the contract and provided on a fixed or variable basis. Whenever such services, supplies or equipment are required, they shall be proposed on the Work Request Form (72-290) and authorized in written form by properly designated Contract Management

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Representatives of both the City and Operator. The final approval shall rest with the Procurement Department. A sample of the form is included in the bid as Attachment A. Copies of the form shall be provided by the department.

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor must be fully trained on the correct and safe operation of the equipment. They must have a Commercial Driver's License and participate in a Drug and Alcohol Testing Program. Contractor may deliver only services or equipment as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.

4.2.2 Contractor may provide only services or equipment at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).

4.2.3 Contractors may perform 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.

4.2.4 **DELIVERY:**

As specified in paragraph 2.1.1.

4.2.4.1 **Liquidated Damages:**

Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the service schedule/requirement.

4.2.5 In the event that the contractor receives an order for services and/or equipment not specifically priced and incorporated into the contract, they must:

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- (i) bring this to the immediate attention of the Procurement Dept., and
- (ii) notify the ordering agency in writing and refuse to perform.

- 4.2.6 Should services and/or equipment be provided that are not specifically incorporated and priced into the contract, and/or be performed without purchase order, the City shall have no obligation for payment.
- 4.2.7 For delivery of equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of equipment may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.8 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.
- 4.2.9 The contractor will contact the Division of Aviation for a pre-job planning meeting as soon as the contract is awarded.
- 4.2.10 Contractor will maintain time records on forms to be supplied by the Division of Aviation. Inspectors for the City of Philadelphia will have authority to check time records as required.
- 4.2.11 Contractor will be required to maintain a complete set of time records for personnel assigned to work. Time records to include individual's name, address and social security number.
- 4.2.12 All personnel employed by the Contractor will be assigned identification tags upon entering the airfield operating area. These tags must be visible at all times and will only be issued to personnel exhibiting proper driver/operator's licenses. Prior to leaving the airport, each individual will be responsible to return the assigned tag. Failure to return the tag may result in nonpayment for the assigned piece of equipment. Tags will be issued by the Division of Aviation.
- 4.2.13 **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.

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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

4.2.14 **Special Conditions**

Contractor must comply with the Special Conditions for the area in which an award was received.

4.2.14.1 **AREA "A" & AREA "B"**

4.2.14.1.1 Before start of work, the contractor must take every precaution to prevent injury to persons and damage to property.

4.2.14.1.2 The contractor shall make good any such injury, damage, or loss, except such as may be directly caused by agents or employees of the City of Philadelphia.

4.2.14.1.3 Contractor to be responsible for all dump trucks for the purpose of snow removal; must be clean and free of foreign debris before entering airport grounds. Any clean up made necessary by the dumping of debris will be deducted from the final payment.

4.2.14.1.4 The Contractor will not be permitted to remove any equipment engaged in removal operations from airport except at conclusion and suspension of each snow removal operation or when released by City.

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4.2.14.2 All snow removal equipment for Areas "A" and "B" must be removed from the airport between May 1st and May 5th. Should equipment not be removed by this date, the Airport will assess storage fees of \$100.00 per day per piece of equipment.

4.2.14.3 Should the Contractor fail to provide said equipment (AREA "A," see Sections 5.1.1 through 5.1.8; AREA "B," Sections 5.2.1 through 5.2.8) at the time specified, the Facilities Manager may obtain the equipment from another source and any additional cost for said equipment will be charged to the Contractor.

4.2.14.3.1 In addition, a fine of \$100.00 will be levied for each piece of equipment not on-site as specified.

4.2.15

Invoices/Receipts

All invoices/receipts for snow removal service shall have the signature and payroll ID number of the authorized/designated City personnel that received the services.

4.2.15.1 Invoices should be sent in triplicate to the Philadelphia International Airport. Invoices to the City of Philadelphia shall show the Purchase Order number and include the following information.

- (i) Total number of snow removal equipment utilized to include type and class.
- (ii) Location(s) of snow removal operation.
- (iii) Dates and hours of work by each piece of snow removal equipment.
- (iv) Explanation (include specific detail) of travel time.

4.2.15.2 The payment for work will be computed from the aggregate number of hours worked at the hourly rate for each piece of equipment, plus an allowance of one-half hour in each direction for actual travel to and from the contractor's equipment yard. Except for travel time, the period for which the contractor will be paid shall begin at the time each piece of equipment arrives in the site designated and commences operations, and will end when each piece of equipment leaves on completion of its job

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assignment. No provision for travel time if necessary to use substitute equipment. (Paragraph 2.1.2.2). Payment will also be made for Mobilization/Demobilization as noted in Paragraph 2.4.4.

- 4.2.15.3 Separate invoices shall be rendered for each request for Snow Removal Service.
- 4.2.15.4 The invoice must show the quantity of equipment used and services provided and the price.
- 4.2.15.5 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.
- 4.2.15.6 Invoices submitted will be processed for payment by Finance following receipt of purchase order and completion of each snow removal request.
- 4.2.15.7 Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company as the "pay to".

4.2.16.1 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.

4.3 **Prevailing Wage Provisions.** The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled Contractors: Labor-Management Relationships.” It is also subject to all regulations and procedures adopted thereunder.

- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.

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- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
- e. All contractors and subcontractors performing city-work shall automatically file with the , Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term

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thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.
- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215)686-4720/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE

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City of Philadelphia

Prevailing Wage Rate Schedule

Snow Removal

<u>Classification</u>	<u>Basic Hourly Rate</u>	<u>Fringe Benefits</u>	<u>Total Prevailing Rate</u>
Power Equipment Operator	\$39.79	\$21.00	\$60.79

Notes of Interest:

- (1) On all overtime hours, fringe benefits will be paid at the Straight (base) rate only.
- (2) Contractors are advised to contact the Philadelphia Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits and area working conditions.

Philadelphia Procurement Department
Municipal Services Building
1401 J.F.K. Boulevard – 1th Floor
Philadelphia, PA 19102-1670
Telephone Numbers: (215) 686-4720
Fax Number: (215) 686-4716

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4.4 **PRICE INCREASE OR DECREASE:**

Vendor shall provide Snow Clearance and Removal Services 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 June to June 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.

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).

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

SECTION 5: PRICING

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

Bidder (s) shall quote an hourly (HR) rate for all items listed in sections 5.1 and 5.2 below except bidder shall quote a "LOT" price (LO) for mobilization/demobilization (5.1.7 and 5.2.7)..

NOTE:

To ensure the rapid and efficient removal of snow and ice, Philadelphia International Airport will be divided into areas, Area "A", and Area "B". If conditions require, bidders may be required to provide service in either or both areas.

5.1 EQUIPMENT WITH OPERATOR - AREA "A"

Airside - Cargo City Ramps, Terminal A West, Terminal "A" East, Terminal "B" and Terminal C West aircraft aprons and taxi lanes and taxiways.

Landside - All Division of Aviation Employee Parking Lots and Cargo City Roadway System within Airport Property.

5.1.1 Front End Loaders, 4 cu. yd. minimum capacity - 20 each

		<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Total</u>	<u>Extended Total</u>
5.1.1.1	28561 012 003 Monday-Friday 8:00 AM to 4:00 PM	HR	24	\$_____	\$_____
5.1.1.2	28561 012 004 Monday-Friday 4:00 PM – 8:00 AM and Saturdays	HR	104	\$_____	\$_____
5.1.1.3	28561 012 005 Sunday & Holidays	HR	24	\$_____	\$_____

Sum of Extended Total \$_____

(5.1.1) Sum Extended Total Multiplied by 20 each \$_____

**RATE PER HOUR
EQUIPMENT**

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		<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Total</u>	<u>Extended Total</u>
5.1.2	<u>Dump Trucks - Tandem or Tri-Axle -13 C.Y. Min. - 10 each</u>				
5.1.2.1	28561 012 015 Monday-Friday 8:00 AM to 4:00 PM	HR	24	\$_____	\$_____
5.1.2.2	28561 012 016 Monday-Friday 4:00 PM to 8:00 AM and Saturdays	HR	104	\$_____	\$_____
5.1.2.3	28561 012 017 Sundays and Holidays	HR	24	\$_____	\$_____
	Sum of Extended Total			\$_____	
	(5.1.2) Sum Extended Total Multiplied by 10 each			\$_____	
5.1.3	<u>Pippins-Back Hoe - 8 each</u>				
5.1.3.1	28561 012 018 Monday-Friday 8:00 AM to 4:00 PM	HR	24	\$_____	\$_____
5.1.3.2	28561 012 019 Monday-Friday 4:00 PM to 8:00 AM and Saturdays	HR	104	\$_____	\$_____

**RATE PER HOUR
EQUIPMENT**

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		<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Total</u>	<u>Extended Total</u>
5.1.3.3	28561 012 020				
	Sundays and Holidays	HR	24	\$_____	\$_____

Sum of Extended Total \$_____

(5.1.3) Sum Extended Total Multiplied by 8 each \$_____

5.1.4

Ramp Plow-2 each

City supplied coupler (American Coupler System Pro Series 2000) and plow blade mounted on a vendor supplied Caterpillar 950 loader with rubber tires or equivalent.

5.1.4.1	28561 012 024				
	Monday-Friday 8:00 AM to 4:00 PM	HR	24	\$_____	\$_____
5.1.4.2	28561 012 025				
	Monday-Friday 4:00 PM to 8:00 AM and Saturdays	HR	104	\$_____	\$_____
5.1.4.3	28561 012 026				
	Sundays and Holidays	HR	24	\$_____	\$_____

Sum of Extended Total \$_____

(5.1.4) Sum Extended Total Multiplied by 2 each \$_____

**RATE PER HOUR
EQUIPMENT
W/OPERATOR**

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		<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Total</u>	<u>Extended Total</u>
5.1.5	<u>Pickups with snow plow (6 foot) 8 each</u>				
5.1.5.1	28561 012 030 Monday-Friday 8:00 AM to 4:00 PM	HR	24	\$_____	\$_____
5.1.5.2	28561 012 031 Monday-Friday 4:00 PM to 8:00 AM and Saturdays	HR	104	\$_____	\$_____
5.1.5.3	28561 012 032 Sundays and Holidays	HR	24	\$_____	\$_____
				Sum of Extended Total	\$_____
				(5.1.5) Sum Extended Total Multiplied by 8 each	\$_____

**RATE PER HOUR
EQUIPMENT
W/OPERATOR**

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		<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Total</u>	<u>Extended Total</u>
5.1.6	<u>Ramp Plow – 5 each</u> 20 foot wide non-articulating plow blade mounted on a Caterpillar 950 loader w/rubber tires or equivalent				

5.1.6.1	28561 012 075 Monday – Friday 8:00 AM to 4:00 PM	HR	24	\$ _____	\$ _____
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5.1.6.2	28561 012 076 Monday – Friday 4:00 PM to 8:00 AM & Saturdays	HR	104	\$ _____	\$ _____
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5.1.6.3	28561 012 077 Sundays and Holidays	HR	24	\$ _____	\$ _____
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Sum of Extended Total \$ _____

(5.1.6) Sum Extended Total Multiplied by 5 each \$ _____

5.1.7	28561 012 050 Mobilization / Demobilization Per paragraph 2.4.4	LO		\$ _____	
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**RATE PER HOUR
EQUIPMENT
W/OPERATOR**

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Unit of Measure Est. Qty. Total Extended Total

5.2 **EQUIPMENT WITH OPERATOR AREA "B"**

Airside - North and South Old Overseas Terminal, Terminal C East, Terminal D, Terminal E and Terminal F aircraft aprons and taxi lanes and taxiways. Commuter Apron and connecting service roads.

Landside - Terminal Departure and Arrival roadway system. Fire Station 78 Parking Lot.

5.2.1 **Front End Loaders, 4 cu. Yd. minimum capacity – 20 each**

Unit of Measure Est. Qty. Total Extended Total

5.2.1.1 **28561 013 003**
Monday-Friday
8:00 AM to 4:00 PM HR 24 \$_____ \$_____

5.2.1.2 **28561 013 004**
Monday-Friday
4:00 PM to 8:00 AM
and Saturdays HR 104 \$_____ \$_____

5.2.1.3 **28561 013 005**
Sundays and Holidays HR 24 \$_____ \$_____

Sum of Extended Total \$_____

(5.2.1) Sum Extended Total Multiplied by 20 each \$_____

**RATE PER HOUR
EQUIPMENT
W/OPERATOR**

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		<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Total</u>	<u>Extended Total</u>
5.2.2	<u>Dump Trucks - Tandem or Tri-Axle -13 C.Y. Min. - 10 each</u>				
5.2.2.1	28561 013 015 Monday-Friday 8:00 AM to 4:00 PM	HR	24	\$_____	\$_____
5.2.2.2	28561 013 016 Monday-Friday 4:00 PM to 8:00 AM and Saturdays	HR	104	\$_____	\$_____
5.2.2.3	28561 013 017 Sundays and Holidays	HR	24	\$_____	\$_____
				Sum of Extended Total	\$_____
				(5.2.2) Sum Extended Total Multiplied by 10 each	\$_____

5.2.3	<u>Pippins-Back Hoe - 8 each</u>				
5.2.3.1	28561 013 018 Monday-Friday 8:00 AM to 4:00 PM	HR	24	\$_____	\$_____
5.2.3.2	28561 013 019 Monday-Friday 4:00 PM to 8:00 AM and Saturdays	HR	104	\$_____	\$_____

**RATE PER HOUR
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	<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Total</u>	<u>Extended Total</u>
5.2.3.3	28561 013 020 Sundays and Holidays	HR 24	\$_____	\$_____
			Sum of Extended Total	\$_____
(5.2.3) Sum Extended Total Multiplied by 8 each				\$_____

5.2.4

Ramp Plow -3 each

City supplied coupler (American Coupler System Pro Series 2000) and plow blade mounted on a vendor supplied Caterpillar 950 loader with rubber tires or equivalent.

5.2.4.1	#28561 013 024 Monday-Friday 8:00 AM to 4:00 PM	HR 24	\$_____	\$_____
5.2.4.2	#28561 013 025 Monday-Friday 4:00 PM to 8:00 AM and Saturdays	HR 104	\$_____	\$_____
5.2.4.3	28561 013 026 Sundays and Holidays	HR 24	\$_____	\$_____
			Sum of Extended Total	\$_____
(5.2.4) Sum Extended Total Multiplied by 3 each				\$_____

**RATE PER HOUR
EQUIPMENT
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		<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Total</u>	<u>Extended Total</u>
5.2.5	<u>Pickups with snow plows (6 foot) 8 each</u>				
5.2.5.1	28561 013 030 Monday-Friday 8:00 AM to 4:00 PM	HR	24	\$_____	\$_____
5.2.5.2	28561 013 031 Monday-Friday 4:00 PM to 8:00 AM and Saturdays	HR	104	\$_____	\$_____
5.2.5.3	28561 113 032 Sundays and Holidays	HR	24	\$_____	\$_____
			Sum of Extended Total	\$_____	
			(5.2.5) Sum Extended Total Multiplied by 8 each	\$_____	

5.2.6 **Ramp Plow-5 each**
20 foot wide non-articulating plow blade mounted on a Caterpillar 950 loader with rubber tires or equivalent -)

5.2.6.1	28561 013 075 Monday - Friday 8:00 AM to 4:00 PM	HR	24	\$_____	\$_____
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**RATE PER HOUR
EQUIPMENT
W/OPERATOR**

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		<u>Unit of Measure</u>	<u>Est. Qty.</u>	<u>Total</u>	<u>Extended Total</u>
5.2.6.2	28561 013 076 Monday - Friday 4:00 PM to 8:00 AM and Saturdays	HR	104	\$_____	\$_____
5.2.6.3	28561 013 077 Sundays and Holidays	HR	24	\$_____	\$_____

Sum of Extended Total \$_____

(5.2.6) Sum Extended Total Multiplied by 5 each \$_____

5.2.7	28561 012 051 Mobilization / Demobilization Per paragraph 2.4.4	LO	\$_____
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FOR CITY OWNED EQUIPMENT

5.2.8	28561 013 091 Heavy Equipment Operator Only Est. qty. per year: 60 Per paragraph 2.4.3	HR	60	\$_____	\$_____
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AREA "B" SUM EXTENDED TOTAL \$_____

(Items 5.2.1 - 5.2.8)

5.2.9 **28561 019**
Equipment Cancellation and Stand-by Rates
Equipment and labor that has been placed on location and available for services and subsequently not deployed due to changing weather conditions; a payment to contractor shall be authorized for the type of equipment involved, as a stand-by payment, in an amount totaling 25% of the line item hourly bid price for those equipment items multiplied by the number of equipment stand-by hours.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S0-Z5620-0	PAGE OF 45 46
		FIRM NAME (Must be filled in)	

Per paragraph 2.2.8.6

Example:

In area B the following equipment is requested to stand by for 2 hours during a weekday (Mon-Fri) at 8:00 am.

Equipment	Qty	Hours	Total	25% of Total
\$50.00 (5.1.1.1)	5	2	\$500.00	\$125.00

The above calculation is factored for each line item (equipment or labor as used in example 5.1.1.1) on stand-by.

S0-Z5620-0
ATTACHMENT A

CITY OF PHILADELPHIA DEPARTMENT OF COMMERCE WORK REQUEST				WORK REQUEST NUMBER		DATE			
CONTRACT MANAGEMENT TO: TECHNICAL SERVICES UNIT DIVISION OF AVIATION		1. SYSTEM/EQUIPMENT		2. REPAIR REQUEST NUMBER		DATE			
4. TYPE OF SUBMISSION ? ACT OF GOD ? MALICIOUS MISCHIEF ? MALFUNCTION ? VANDALISM ? OTHER (SPECIFY) _____									
5. DESCRIPTION OF REQUEST _____ _____ _____ _____ _____									
ESTIMATE									
6. MATERIAL		QTY	UNIT PRICE	COST	7. LABOR		NO. HRS.	\$/HR.	COST
SUB-TOTAL _____					SUB-TOTAL _____				
ESTIMATED COMPLETION DATE					TOTAL \$				
8. PREPARED BY		9. VERIFIED BY			10. REVIEWED BY				
? AUTHORIZED TO PROCEED ? <u>NOT</u> AUTHORIZED TO PROCEED					11. APPROVED BY		DATE		
ACTUAL									
12. MATERIAL		QTY	UNIT PRICE	COST	13. LABOR		NO. HRS.	\$/HR.	COST
SUB-TOTAL _____					SUB-TOTAL _____				
COMPLETION DATE					TOTAL \$				
14. PREPARED BY		15. VERIFIED BY			16. REVIEWED BY				
? AUTHORIZED FOR PAYMENT ? <u>NOT</u> AUTHORIZED FOR PAYMENT					17. APPROVED BY		DATE		

PRIME CONTRACTOR'S PAYMENT TO OEO SUBCONTRACTORS FORM

Prime Contractor: _____
Bid Number: _____
Contract Number: _____
Purchase Order Number: _____
Invoice Number: _____
Invoice Date: _____



Name of Subcontractor	Work/Supply Effort	OEO Category			Percentage of Invoice Due	Dollar Amount Due
		MBE	WBE	DSBE		

Note: If this invoice does not encompass any work/supply effort performed by an M/W/DSBE, complete only the top portion of this form and check the box below.

NO PAYMENT DUE TO SUBCONTRACTOR ON THIS INVOICE.

In accordance with the OEO instructions, Forms and Contract Provisions which are a part of the Contract, I agree to promptly pay my M/W/DSBE subcontractors no later than five (5) days after my receipt of payment from the City. I represent that the statements contained herein are true and correct and are made under penalty of law, 18 Pa.C.S. 4904.

Prime Contractor's Signature: _____

Date: _____

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Office of Economic Opportunity Participation is required be sure to fill out all appropriate forms. If you have questions call OEO 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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2009 – 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, 2009 to June 30, 2010**, complete the enclosed application and return it with a check for **\$120.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2009– 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 \$120.00 for 7/1/09 to 6/30/10
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

EVALUATION AND AWARD

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

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

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

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

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$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;

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

TAX MATTERS

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

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

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

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

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

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

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

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

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

GENERAL INFORMATION

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$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)



CITY OF PHILADELPHIA

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.