# BID OPENING DATE AND TIME

**On: November 5, 2008 AT: 10:30 A.M.**

| BID NO. S9XL7360 | PAGE 1 OF 46 | INVITATION AND BID ADVERTISED | BIDDER MUST COMPLETE BELOW<br>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID.<br>UNSIGNED BIDS WILL NOT BE ACCEPTED. |
|---|---|---|---|

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

| DEPARTMENT | DIVISION |
|---|---|
| WATER | SWWPCP |

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

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

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER D. Yonke
J. Manton

**TITLE OF BID** Inspection, Service and Repair of Tidegates and Sluice Gates with Actuator Electrical and Manual

## GENERAL INFORMATION

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

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

For informational purposes only, please describe any such commitments on a separate sheet and identify the subcontractor's name, MBEC Certification Number, and dollar amount/ percentage of work.

## BID QUESTIONS

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

## BID SECURITY

**When applicable, BIDDERS MUST SUBMIT BID SECURITY.**

## BID SIGNATURE

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

**For City Use Only**

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

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

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

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

REVISED 4-2007

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

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: Inspection, Service and Repair of Tidegates and Sluice Gates with Actuator Electrical and Manual

1.2 CONTRACT TERM: 01-01-2009 to 12-31-2009 ("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.

1.2.1 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.

1.2.2 If an individual Performance Bond and 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 1.2.2, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

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.

1.3 CONTRACT TYPE: **REQUIREMENTS**

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

1.3.2 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.

1.4 METHODOLOGY OF ACQUISITION: Purchase only.

1.5 STATEMENT OF DIRECTION:

1.5.1 It is the intent of the City of Philadelphia to make an award for Inspection, Service and Repair of Tidegates and Sluice Gate with Actuator Electrical and Manual for the Water Department as specified herein during the contract period.

1.6 BID SECURITY

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

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

**Bids Opening July 1, 2008 through June 30, 2010**
Bidders may qualify for the Master Bid Security Program described above for **July 1, 2008 – June 30, 2010** by submitting a check in the amount of **$175.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is non-refundable. Or if, and only if, the bidder chooses to submit the check with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

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".

1.7 BID INFORMATION:

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

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

1.8 BID SUBMISSION:

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

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

1.8.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.

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

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

1.8.6 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.**

1.8.7 **BID PROCESSING FEE:**

All bids submitted where the bid total is greater than $30,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract".

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

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

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

1.8.10 CONTACT PERSON:

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_____

Vendor's WEB 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_____

Vendor's WEB address_____

1.8.11 ALTERNATES SUBMITTED

If an alternate to any item is offered, bidder must follow instructions in Paragraph 4 of "Terms and Conditions of Bidding and Contract". State the brand name and the model number of each alternate offered. Detailed technical information on the alternate should accompany the bid. Failure to state alternates will obligate bidder to provide material and/or service specified in the bid; see also 1.8.13 below.

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

1.8.12 Bidder agrees that any price list or other literature to be submitted with the bid is for verification of price, product or specifications only. Any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

1.8.13 BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by calling (215) 686-4720 or 4721, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. Questions, whether written, 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.

1.9 BIDDER QUALIFICATION:

1.9.1 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Invitation and Bid and demonstrate the bidders ability to perform on a contract of this size and scope.

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

SECTION 1:

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

| | | | |
|---|---|---|---|
| Firm Name: | _____ | _____ | _____ |
| Contact Name: | _____ | _____ | _____ |
| Phone No.: | _____ | _____ | _____ |
| Type Work: | _____ | _____ | _____ |
| Years dealing w/your firm: | _____ | _____ | _____ |

SECTION 2:

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

| | | | |
|---|---|---|---|
| Dept. Name: | _____ | _____ | _____ |
| Contact Name: | _____ | _____ | _____ |
| Phone No.: | _____ | _____ | _____ |
| PO#/Contract#: | _____ | _____ | _____ |
| Items: | _____ | _____ | _____ |

## SECTION 2: SPECIFICATIONS

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's **WATER** Department with **INSPECTION AND REPAIR OF TIDEGATES AND SLUICE GATES** as listed in Sections 2 and 5 of this Invitation and Bid.

2.2 **Scope of Work**

Work under this proposal is for the provision of supplementary services by a special crew that is trained and equipped for work under OSHA requirements in areas of confined entry for the expeditious repair of major flow controls and appurtenant equipment at the Southwest Water Pollution Control Plant. The services listed are all of those which may be required to repair, recondition or replace plant controls under one contract. For this reason and in order to be considered for an award, the bidder must bid and indicate a price for each item of service listed. Services are intended to be supportive of and not in place of the regular plant maintenance force. In this backup capacity, services may or may not be required during the term of a contract. If services are ordered, the duration, extent and supervision of such services shall be at the direction of the Superintendent for Maintenance for the plant.

Work may be ordered for items specifically identified at the unit prices provided for each. Work may be ordered for special services per the hourly prices for such. Equipment, materials or control components may be ordered.

As described in this proposal, work shall be performed and authorizations and approvals furnished by the Plant Superintendent. Where further mentioned in these descriptions and requirements, Plant Superintendent shall mean either the person in that position or a person designated by the plant superintendent for this purpose.

2.2.1 **Performance Period**

Regular Work Hours: Monday – Friday, 7:00AM - 3:30PM

2.2.1.1 **Emergency Services:**
Monday – Friday, 3:30PM – 7:00AM
Saturday, 12:00AM – 12:00AM
Sundays and Holidays (Holidays to include the following: New Years, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day) 12:00AM – 12:00AM.

2.2.2 **Response Time (for on-site work)**

Unless otherwise stated in a specific work description, the contractor shall respond to a written request for services by commencing work within ten (10) working days of receipt of such request. Once started, work shall continue during normal eight (8) hour day work shifts until completion unless interrupted by a need for special parts or equipment. Failure to expeditiously pursue the work to the satisfaction of the Plant Superintendent could result in the termination of the contract.

For Emergency Service vendor is required to commence work within 48(forty-eight) hours from the time the City contacts the vendor's representative until the vendor arrives at City's Site.

Contractor's personnel must arrive at City's Site, with all necessary tools, materials and equipment required to commence work as specified above.

Each occurrence of failure to meet this response time shall subject contractor to liquidated damages as specified in para. 4.2.4.1 below.

State Name and Phone # of Vendor's Contact for City to contact for Service:

NAME: _____

PHONE: _____

2.2.3 **Parts and Materials**

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

Whenever specifications of the contract refer to Standard Specifications of City Departments, technical associations, institute or societies, or Standard Federal or State Specification, reference to such specification shall be to the latest amendment or revision of such specification unless otherwise noted.

2.2.4 **Malfunction Report**

Vendor shall furnish a malfunction incident report to the City upon completion of each service call. The report shall include, at a minimum, the following:

- date and time notified
- date and time of commencement of work
- type and model number(s) of equipment
- time expended for repair
- description of repair necessity
- list of parts replaced

2.2.5 **Service Records**

In addition to the malfunction incident report(s), vendor shall maintain a complete record of all service performed on each piece of equipment, including all parts replaced. This service record shall be kept at the City installation site, or such other site as may be approved by the City in writing, and shall be furnished for review if requested by the City. The service record shall be an individual record identifying each piece of equipment explicitly, with a complete history of dated service and all parts used recorded therein.

2.2.5.1 The successful bidder shall also provide the Water Department with work slips showing the following:

- all work performed on the job
- number of hours on job
- cost per hour for labor
- total labor cost
- materials used on the job
- cost of materials
- total cost of job (labor and materials)

2.2.6 **Safety**

The contractor shall at all times in performance of this contract comply with the requirements of the Occupational Safety and Health Act of 1970 or latest revision thereto. The contractor has sole responsibility for the safety of the employees.

2.2.7 **Warranty**

All work performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard manufacturer's warranty for that part enforced. During the warranty period, there shall be no additional charges to the City for labor or parts on the specific equipment repaired.

2.2.8 **Contractor's Repair and/or Warranty Responsibilities shall not include:**

Work external to the equipment, changes or alterations to the physical environment of the City's site, moving or reinstallation of equipment except when required by the contract provisions or as an integral part of the repair, maintenance or repair of accessories or equipment not specifically covered under the contract without written request and approval by the plant supervisor (or City designee), and the Procurement Dept. prior to commencement of work, or repair made necessary by misuse or negligence of the City, its employees, agents, contractors or invitees.

2.2.9 **Work Site Maintenance**

Upon completion of work, vendor shall remove from the site all tools, equipment, surplus and discarded materials, including debris, dirt, existing materials and rubbish accumulated as a result of the repair service. The vendor shall leave site in a neat and presentable condition.

The contractor shall take all necessary precautions to protect the work and to prevent any damage to persons or property. Any damage done to the existing equipment by the contractor shall be repaired to the satisfaction of the Engineer by the contractor at no expense to the City.

2.2.10 **Pricing**

When preparing the bid the contractor should consider all labor, materials and equipment required to complete the work. In Section 5, bidders shall submit their pricing for labor, materials and parts as stipulated. The contractor must submit a parts/materials price list to the Plant Supt. for these bid items, if requested.

2.2.11 **Delivery Location**

Southwest Water Pollution Control Plant (SWWPCP)
8200 Enterprise Avenue
Philadelphia, PA 19153

**Vendor Note:**
**In Section 5, "Pricing", Vendor to state "type of transport."**

## 2.3 Item Specification

### 2.3.1 Trained Crew – Defined Procedures

For work on this contract, the crew shall include a foreman or technician trained for confined entry procedures whose responsibility shall be the training and direction of the other crew members. This person or a designated replacement shall be at the work site at all times. Following indoctrination of all site workers in accordance with activity, a permit signed by the foremen/technician shall be provided for each worker in the confined entry activity. These written regulations and the individual permits shall be kept on the site for the duration of the activity.

The foreman/technician shall be trained for the setup, testing and calibration of the meter for the atmospheric testing. A minimum of one other person on the crew must be capable of this setup, testing and calibration. In areas of confined entry, there shall be no work unless there is in use a functioning meter at all times in the immediate work area and a spare meter on site as a backup.

The written procedure for the activity shall as a minimum describe the specific activity, the nature of the confined area, the possible risks, the entrance procedure, the exit procedure, response to emergency procedure and immediate telephone or radio contacts.

2.3.2 **Field Equipment**

In addition to the usual field maintenance equipment; vehicles, hoists, compressors, tools and the like, the successful bidder will be required to have on site at all times all required safety equipment necessary and including an independent air system of tanks, lines, masks and regulators to support a full crew in a dangerous sewer atmosphere for thirty minutes as minimum. Other safety equipment shall include a resuscitator, first aid kit, safety harnesses, safety lines, OSHA-approved man-hoists with retracting lifelines set up for the removal of workers, and one meter and a spare for the continuous monitoring of the work area atmosphere for oxygen deficiency, hydrogen sulfides, carbon dioxide, methane and combustibles.

2.3.3 **Direction/Authorization of Work Items**

As described in this proposal, work shall be performed and authorizations and approvals furnished by the Plant Superintendent. Where further mentioned in these descriptions and requirements, Plant Superintendent shall mean either the person in that position or a person designated by the Plant superintendent for this purpose.

2.3.4 **General Crew Services**

General crew services may be required for work operations not included elsewhere as a specific bid item. For these purposes a crew consisting of three persons shall be required as follows: a foreman who is the maintenance mechanic and two laborers. Equipment to be on site with these persons shall include two trucks, one of which is equipped with independent breathing air systems capable of supporting the workers for one hour. Trucks shall carry hoists of varying capacities up to three tons, an air compressor, complete air tools including grinders, drills, saws, portable generators, blowers, lights, ladders, all safety equipment and all traffic control equipment. One truck shall be fitted as a small machine shop with drill presses and grinder, vises and stock for purposes of providing on-site replacement of parts such as hinge pins, gate batten strips, etc. A request for these services will be advised with sufficient notice to allow fitting the crew and trucks for the specific work. The contractor shall be expected to commence the service operation within ten working days of the request for service. The operation will be as directed by the plant superintendent who may, entirely at his option, terminate the service for whatever reason.

The foreman and those working under the foreman shall be trained in confined entry procedures. Where applicable to the work, a written procedure specific to the

work must be on site with the foreman at all times and the foreman shall be required to issue daily or workshift permits for each person in his charge as well as for plant personnel who have reason for being in the area of the work. The foreman shall have direct responsibility for compliance with the written confined entry procedures by every person in the work area.

Laborers required in addition to the above specified persons shall be provided and paid for in accordance with the items bid for these services.

**General Crew Services**

2.3.4.1 **26090 071 100**
Crew, Equipment, Foreman, 2 Laborers, per hour
Estimated quantity – 8 hours (hr)

2.3.4.2 **26090 071 103**
General Crew, Equipment, Foreman, 2 Laborers, per hour
Monday-Friday, 3:30pm – 7:00am
Estimated quantity – 4 hours (hr)

2.3.4.3 **26090 071 104**
General Crew, Equipment, Foreman, 2 Laborers, per hour
Saturday, 12:00am – 12:00am
Estimated quantity – 4 hours (hr)

2.3.4.4 **26090 071 105**
General Crew, Equipment, Foreman, 2 Laborers, per hour
Sunday and Holidays (Holidays to include the following: New Year's, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day)
Estimated quantity – 4 hours (hr)

2.3.5 **Diver Services**

These services shall be quoted for an eight-hour period on site with a supplemental price for each hour in addition to eight hours. Divers shall be fully certified for the type of activity and for work in the City of Philadelphia and comply with all regulations applicable thereto. Services for each category shall include all diving and safety equipment to sustain the diving operation for the period quoted. In the event that special, additional, tools or equipment for underwater use are necessary, these shall be furnished at a cost listed on the diver's schedule for these costs that shall be furnished to the plant superintendent and approved prior to the activity. No additional charges or percentages, other than applicable taxes, shall be added to the scheduled prices or paid to the contractor.

**Diver Services**

2.3.5.1 **26090 071 125 00**
Three man diving team with standard equipment; make up of team to comply with OSHA commercial diving regulations.
per eight hour day
Estimated quantity – 2 DAYS (DA)

2.3.5.2 **26090 071 111 00**
Three man diving team with standard equipment; make up of team to comply with OSHA commercial diving regulation for each hour in addition to eight hours
Estimated quantity – 4 hour (hr)

2.3.5.3 **26090 071 114 00**
Three man diving team with standard equipment; make up of team to comply with OSHA commercial diving regulations
per hour
Monday-Friday, 3:30pm - 7:00am
Estimated quantity – 4 hours (hr)

2.3.5.4 **26090 071 115 00**
Three man diving team with standard equipment; make up of team to comply with OSHA commercial diving regulations per hour
Saturday, 12:00am – 12:00am
Estimated quantity – 4 hours (hr)

2.3.5.5 **26090 071 116 00**
Three man diving team with standard equipment; make up of team to comply with OSHA commercial diving regulations per hour
Sundays and Holidays (Holidays to include the following: New Year's, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day) 12:00am-12:00am
Estimated quantity – 4 hours (hr)

2.3.5.6 **26090 071 117 00**
Each additional diver with standard equipment to comply with OSHA commercial diving regulations for multiple diver tasks, per hour.
Monday-Friday, 3:30pm – 7:00am
Estimated quantity – 4 hours (hr)

2.3.6 **Machine Shop Services**

Work under this item shall be per hourly rate of the contractor's fully equipped machine shop or contractors' sub-contractor shop. The shop shall contain such equipment as the following:

a. turret lathe
b. engine lathe
c. drill press
d. milling machine
e. boring mill
f. shaper
g. slotter
h. planer
i. grinder
j. spray welding equipment

k. precision instruments
l. fabricating equipment, such as electric welder, portable welder, burning equipment, jigs, fixtures, etc.
m. equipment for pouring and finishing babbitt bearings

2.3.6.1 **26090 071 120**
Machine Shop Services
Estimated quantity – 4 hours (hr)

2.3.6.2 **26090 071 121**
Machine Shop Service per hour
Monday-Friday, 3:30pm – 7:00am
Estimated quantity – 2 hours (hr)

2.3.6.3 **26090 071 122**
Machine Shop Service per hour
Saturday, 12:00am – 12:00am
Estimated quantity – 2 hours (hr)

2.3.6.4 **26090 071 123**
Machine Shop Service per hour
Sundays and Holidays (Holidays to include the following: New Year's, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day) 12:00am-12:00am
Estimated quantity – 2 hours (hr)

2.3.7 **Rigging Services**

These services shall be quoted for mobilization, for each hour on site up to eight hours, and for each hour in addition to each eight hour work period. The unit price bid for mobilization shall include all costs for labor and equipment to bring the equipped crew to the job site and return the crew to its base. If services of the rigger are required to transport plant machinery or components, such transport services shall be performed at the hourly rate bid for such services. For bidding purposes, a maximum component or piece of equipment to be rigged, moved and transported shall be limited to ten tons or less.

Up to the limit of their capacity and contingent on the availability of plant personnel to operate them, plant cranes and elevators may be used.

Prices bid shall include an equipment package based on the possible ten ton component operation. Riggers shall provide truck, forklift, dollies, hoists, chains, jacks, comealongs and all lesser tools and equipment necessary to move the supposed component from upper floor or sub-basement areas of the plant or its adjacent structures. A crane is not required as a part of the equipment package.

If facilities where a crane is not available for vendor use, vendor shall supply a crane with the capability of lifting a minimum of ten (10) tons with a fifty (50) foot boom. The crane cost shall include personnel required for the operation of the crane. Bidder shall submit, in Section 5: pricing, an hourly rate for crane rental.

**Rigging Services**

2.3.7.1 **26090 071 130**
Crew, Base Equipment, Foreman, 2 riggers, per hour on site up to eight hours
Estimated quantity – 8 hours (hr)

2.3.7.2 **26090 071 131**
Crew, Base Equipment, Foreman, 2 riggers, per hour on site over eight hours
Estimated quantity – 4 hours (hr)

2.3.7.3 **26090 071 134**
Rigging Services w/Crew, Base Equipment, Foreman, 2 riggers, per hour on site Monday – Friday, 3:30pm–7:00am
Estimated quantity – 4 hours (hr)

2.3.7.4 **26090 071 135**
Rigging Services w/Crew, Base Equipment, Foreman, 2 riggers, per hour on site Saturday, 12:00pm – 12:00am
Estimated quantity – 4 hours (hr)

2.3.7.5 **26090 071 136**
Rigging Services w/Crew, Base Equipment, Foreman, 2 riggers, per hour on site Sundays and Holidays (Holidays to include the following: New Year's, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day) 12:00am-12:00am
Estimated quantity – 4 hours (hr)

2.3.7.6 **26090 071 155**
Crane Rental, to include Personnel required for crane operation. Crane shall be capable of lifting a minimum of ten (10) tons with a fifty (50) foot boom.

2.3.8 **Site Welding**
Work under this item shall include services of a qualified welder with all equipment bid for each hour on site. For each period of work on site up to eight hours or less, a maximum of one additional hour shall be allowed for mobilization. Welder shall have on site the equipment and capacity to weld all types of steel, including stainless, and to braze. Equipment must be such that it can be transported by elevator to a 5th floor level or to a sub-basement area. Welder shall be required to provide all personal safety equipment. The contractor shall be required to advise the plant superintendent and the plant safety officer of the specifics of the work to be done and receive the approval of both prior to the start of the work.

2.3.8.1 **26090 071 140**
Site welding, per hour (hr)
Monday – Friday, 7:00am – 3:30pm
Estimated quantity – 8 hours (hr)

2.3.8.2 **26090 071 146**
Site welding, per hour (hr)
Monday – Friday, 3:30pm – 7:00pm
Estimated quantity – 3 hours (hr)

2.3.8.3 **26090 071 147**
Site welding, per hour (hr)
Saturday, 12:00am – 12:00am
Estimated quantity – 4 hours (hr)

2.3.9 **Description of Work Items**

Tide Gate Service
For Pontoon Tide Gate:

a. Write work/safety/access procedure. Issue work permits

b. Check atmosphere

c. Check chamber, ladder rungs, manhole

d. Flush clean

e. Remove chain plug, check chain, shackles

f. Scrape-clean the flap seat face, frame tube and seat area, hinge assembly and wall casting interior perimeter

g. Check attachment bolting

h. Check hinge pins, hinge posts, hinge post studs, adjusting screws and retention's for all

i. Check grease fittings, replace and rebush as necessary, clear lubrication channels, and lubricate

j. With flap open and secured by minimum two independent means, clean resilient seat, check for damages, reset to plane as necessary

k. Or replace resilient seat sections, where necessary, under item for same

l. Close flap, make initial adjustments for even sealing

m. Open, then close flap, cycle two times. Return to closed position, make final adjustments for tight seal at all points of perimeter

n. Complete report of work

2.3.9.1 **For Cast Iron Gates**

a. All applicable procedures for pontoon gates plus

b. Light polishing of metal seat faces to remove accumulated materials and restore plane. With care to avoid serrating or gouging.

**Tidegate**

2.3.9.2 **26090 071 002**
Service Cast Iron Tidegate
Estimated quantity – 3 Each (EA)

2.3.10 **Sluice Gate**

Work under this item shall require the contractor to have on site the following components for the size of sluicegate being serviced: anchor bolting, guide bolting, wedges and wedge retention bolting, lubrication fittings. Following the cleaning and inspection of the sluicegate, the contractor shall be required to replace any missing components above listed as a part of the service procedure. If such component is not available to the contractor at the time of the service procedure, the contractor shall be required to promptly obtain the component, return to the site and install the component at no additional charge to this item. Payment for components used will be made under the item for purchased materials.

The contractor shall not be required to have on hand, nor shall he be required to replace the major components of frames, leafs, guides, stems, stem nuts. If work under the service item develops a need for such major items, the contractor shall provide the Plant Superintendent a report identifying the manufacturer and size of the sluicegate, the components required and their cost under the contract and the crew hour not-to—exceed cost for which the contractor shall return and replace the required component(s).

2.3.10.1 **Service Sluicegate with the following procedures:**

a. Cycle gate sufficiently to determine seal and unrestricted travel

b. Fully open gate, clean leaf, guides and frame

c. Check all anchor bolting, guide retention bolting, wedges, wedge retention bolting, lubrication fittings and replace missing components as necessary.

d. Cycle sluicegate and adjust for correct sealing.

e. Write service report listing gate manufacturer, size, type work performed, stock components replaced, major components required and crew labor for additional work, if required.

**SLUICEGATE**

**Service Sluicegate**

2.3.10.2 **26090 071 010**
0" to 12" high
Estimated quantity – 1 Each (EA)

2.3.10.3 **26090 071 011**
18" to 30" high
Estimated quantity – 1 Each (EA)

2.3.10.4 **26090 071 012**
36"to 48" high
Estimated quantity – 1 Each (EA)

2.3.10.5 **26090 071 013**
54" to 66" high
Estimated quantity – 1 Each (EA)

2.3.10.6 **26090 071 014**
72" and higher
Estimated quantity – 1 Each (EA)

2.3.11 **Replace Resilient Seat**

It shall be the responsibility of the contractor to furnish the exact replacement gasket, which, when installed, will exactly match the plane of adjacent gasket. Contractor shall be required to determine the configuration, dimensions and tolerances which will result in an extruded product matching the original gasket. No cutting or parting of the finished, extruded surface shall be permitted. Gasket material shall be neoprene with durometer of 60 to 65.

Resilient Seat without Battens, per linear foot – The deteriorated or damaged gasket shall be removed from the dovetail groove, usually for the length of one leg of the perimeter. Following cleaning of the groove and lubrication, the replacement gasket shall be installed. All bulges shall be flattened and the newly gasketed leg shall be in the same plane and seal uniformly with the adjacent legs of the perimeter.

Replacement Seat with Battens, per linear foot – Work under this item entails furnishing and installing T-configuration gasket complete in place with stainless steel battens and screws. The dimension for the battens shall match the original battens. The deteriorated or damaged section shall be removed, usually for the length of one or more legs of the perimeter, and replaced with a gasket assembly to match the plane of the unreplaced legs.

Replacement screws shall be stainless steel of sufficient length to retain the batten firmly to the timber.

2.3.12 **Butterfly Valve**

The contractor shall inspect the valve requiring repair and provide the plant superintendent with a not-to-exceed cost for the shop reconditioning, exclusive of parts. Work on the valve shall not include any work on the valve actuator other than to disconnect the actuator from the valve and to reconnect the actuator to the valve when the valve has been reinstalled. Upon approval of the estimate, the valve shall be removed and shop reconditioned to restore the valve to the original functioning parameters. In the event that subsequent shop work determines that the valve cannot be restored, on direction of the plant superintendent, the work will be abandoned and the valve returned to the plant for disposal. The contractor shall be paid 50% of only the bid item, not the not-to-exceed cost estimate, should that be the result.

For a valve that is successfully reconditioned, the contractor shall be paid in accordance with the not-to-exceed estimate under the item for machine shop services per hour, the item for materials purchased for the repair, and the item to remove and reinstall the valve. No payment shall be made for rigging services or other services which might be required.

Prior to the removal of the valve, flow to the valve shall be stopped and the adjacent piping drained and pumped if necessary by plant personnel. The installation of blank flanges or spool pieces may be required under this item. Where blank flanges or spool pieces must be used, the contractor shall be advised prior to the removal of the valve so that these pieces can be on hand at time of removal of the valve. The blank flanges or spool piece shall be furnished to the contractor by the plant or, if not otherwise available, the necessary pieces and appurtenances shall be obtained by the contractor under the item for the purchase of material, used for the term of the repair, and furnished to the plant upon completion of the repair. Reinstallation of the reconditioned valve shall be scheduled with the plant superintendent with ample notice for arrangements to again stop flows and drain lines. On completion of the reinstallation, plant personnel shall refill and pressurize the line.

2.3.12.1 **26090 071 070**
Remove for Shop Reconditioning, Reinstall, to 12”
Estimated quantity – 1 Each (EA)

2.3.12.2 **26090 071 071**
Remove for Shop Reconditioning,
Reinstall, to 14"-24"
Estimated quantity – 1 Each (EA)

2.3.12.3 **26090 071 072**
Remove for Shop Reconditioning,
Reinstall, to 30"-36"
Estimated quantity – 1 Each (EA)

2.3.12.4 **26090 071 073**
Remove for Shop Reconditioning,
Reinstall, to 42"-48"
Estimated quantity – 1 Each (EA)

2.3.12.5 **26090 071 074**
Remove for shop Reconditioning and Reinstall, Flocculation Tank Butterfly Gates 72" Wide X 114 High.

For this work the contractor shall first provide to the plant superintendent a not-to-exceed cost estimate for all work exclusive of this new parts required. Upon approval, the Butterfly Gate shall be disconnected from its power source by plant electricians, then removed by the contractor and transported to the shop for reconditioning. The Butterfly Gate shall be restored to original condition and specifications. Payment under this item shall be for the removal, transport and reinstallation. Electrical reconnections shall be by plant electricians.
Estimated Quantity – 2 Each (EA)

2.3.13 **Replacement Parts**

If the City of Philadelphia is unable to provide the vendor with replacement parts for the Repair and/or Maintenance of the Tidegate and Sluice Gate, the vendor shall be responsible for providing the replacement parts.

When requested in writing under this contract, the vendor shall if necessary inspect at the site the equipment or component to be purchased and obtain from its identifying plates, tags, or casting numbers all necessary information for its replacement in kind. Vendor shall be required to discuss with the plant superintendent any modifications or changes desired.

2.3.13.1 **26090 072**
Parts used in the Repair/Maintenance of Sluice Gate and Tidegate provided by the Vendor.

**PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER (as shown on supplier's invoice) +5% MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit a copy of original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier +5%. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.**

Estimated Expenditures.....$5,000.00

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

3.1.1 Bid will be evaluated by the Procurement Department.

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

3.1.3 Bids which are determined to be non-responsive for reasons of:

(i) improper bid security
(ii) improper bid execution
(iii) incompleteness
(iv) offering counter terms and conditions

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

3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 9 of "Terms and Conditions of Bidding and Contract".

3.2 AWARD

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

3.2.2 If the 5 % local bid preference is applicable, the total bid price 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.

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

If the total award amount is $500,000 or less, bidders attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract", for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of $30,001.00. All awards at the $30,001.00 amount will be subject to a $50.00 Master Performance Security Fee.

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

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

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

3.2.5 Insurance

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

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the product and/or service is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information as specified in Section 4.2.11., this is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.11 will be rejected for correction.

4.1.3 The using agencies and departments are responsible for monitoring the services and/or products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

4.1.4 **ADD-ONS:**
The City reserves the right to add, delete and/or acquire products/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.**

4.2 VENDOR RESPONSIBILITY

4.2.1 Contractor may deliver only products and services as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.

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

4.2.3 Contractors may deliver products and 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:

Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. VENDOR NOTE: In Section 5, specify delivery if other than 30 days.

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 delivery schedule/requirement.

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

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

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

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

4.2.8 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 Approval of Work

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor.

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

4.2.11 Invoices/Receipts

4.2.11.1 Successful bidder(s) agrees not to invoice more than once per month per purchase order.

4.2.11.2 For Time and Material type invoices it is typically necessary to submit two (2) separate invoices – one for labor expenses and one for parts. If two (2) invoices are required, there will be two (2) different purchase orders also. The City recommends that such Time and Material invoices have the same invoice number but different suffixes (e.g. 1234L (labor) and 1234P (Parts)). Supporting Work Orders with the signature and payroll ID number of the authorized/designated City personnel must be included.

4.2.11.3 Invoices should be sent in triplicate to each ordering department: One (1) original and two (2) carbon copies of fully itemized invoices (no photostat copies). Failure to submit invoices in the form noted below will cause a delay in payment.

(a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
(b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
(c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
(d) The invoice must show the quantity and type of item or service and the price.
(e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.
(f) For Time and Material type invoices see 4.2.11.2 above.

4.3 **PRICE INCREASE OR DECREASE:**

Vendor shall provide Services at the prices set forth in Section 5 for a period of (12) twelve months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to Each 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 **OCTOBER** 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).**

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

**SECTION 5: PRICING**

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

NOTE:
Unit Price(s) quoted below (Section 5: Pricing), will prevail in case of any discrepancy(ies) between Unit Price and "Amount" and will be the determining factor in establishing applicable contract amount(s)/award.

The contractor must submit a manufacturer parts/materials price list to the Plant Superintendent for these Bid items, if requested.

| | | Estimated Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.1 | **General Crew Services** | | | | |
| 5.1.1 | **26090 071 100**<br>Crew, equipment, foreman,<br>2 laborers per hour.(2.3.4.1) | 8 | HR | $_____ | $_____ |
| 5.1.2 | **26090 071 103**<br>Crew, equipment, foreman,<br>2 laborers per hour.<br>Monday – Friday 3:30pm-7:00am. | 4 | HR | $_____ | $_____ |
| 5.1.3 | **26090 071 104**<br>General Crew, equipment, foreman,<br>2 laborers per hour.<br>Saturday 12:00am-12:00am. | 4 | HR | $_____ | $_____ |

| | | Estimated Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.1.4 | **26090 071 105**<br>General Crew, equipment, foreman, 2 laborers per hour. Sundays & Holidays (Holidays to include the following: New Years Easter, Memorial Day, July 4th Labor Day, Thanksgiving, Christmas Day). | 4 | HR | $_____ | $_____ |

5.2 **Diver Services**

| | | | | | |
|---|---|---|---|---|---|
| 5.2.1 | **26090 071 125 00**<br>Three man diving team with standard equipment; make up of team to comply with OSHA commercial diving regulations. eight hour day. | 2 | DA | $_____ | $_____ |
| 5.2.2 | **26090 071 111 00**<br>Three man diving team with standard equipment; make up of team to comply with OSHA commercial diving regulations. each hour in addition to eight hours. | 4 | HR | $_____ | $_____ |
| 5.2.3 | **26090 071 114 00**<br>Three man diving team with standard equipment; make up of team to comply with OSHA commercial diving regulations. per hour Monday-Friday, 3:30pm-7:00am. | 4 | HR | $_____ | $_____ |

| | | Estimated Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.2.4 | **26090 071 115 00**<br>Three man diving team with standard equipment; make up of team to comply with OSHA commercial diving regulations.<br>per hour Saturday 12:00am-12:00am. | 4 | HR | $_____ | $_____ |
| 5.2.5 | **26090 071 116 00**<br>Three man diving team with standard equipment; make up of team to comply with OSHA commercial diving regulations.<br>per hour Sundays & Holidays (Holidays to include the following: New Years Easter, Memorial Day, July 4th Labor Day, Thanksgiving, Christmas Day) 12:00am-12:00am. | 4 | HR | $_____ | $_____ |
| 5.2.6 | **26090 071 117 00**<br>Each additional driver with standard equipment to comply with OSHA commercial diving regulations for multiple diver tasks.<br>per hour Monday-Friday, 3:30pm-7:00am. | 4 | HR | $_____ | $_____ |

| | | Estimated Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.3 | **Machine Shop Services** | | | | |
| 5.3.1 | **26090 071 120**<br>Machine Shop Services | 4 | HR | $_____ | $_____ |
| 5.3.2 | **26090 071 121**<br>Machine Shop Services per hour<br>Monday-Friday, 3:30pm-7:00am. | 2 | HR | $_____ | $_____ |
| 5.3.3 | **26090 071 122**<br>Machine Shop Services per hour<br>hour Saturday 12:00am-12:00am. | 2 | HR | $_____ | $_____ |
| 5.3.4 | **26090 071 123**<br>Machine Shop Services per hour<br>Sundays & Holidays (Holidays to<br>include the following: New Years<br>Easter, Memorial Day, July 4th<br>Labor Day, Thanksgiving, Christmas Day)<br>12:00am-12:00am. | 2 | HR | $_____ | $_____ |

| | | Estimated Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.4 | **Rigging Services** | | | | |
| 5.4.1 | **26090 071 130**<br>Crew, base equipment, foreman, 2 riggers, per hour on site up to eight hours. | 8 | HR | $_____ | $_____ |
| 5.4.2 | **26090 071 131**<br>Crew, base equipment, foreman, 2 riggers, per hour on site over eight hours. | 4 | HR | $_____ | $_____ |
| 5.4.3 | **26090 071 134**<br>Rigging services, crew, base equipment, foreman, 2 riggers Per hour on site Monday-Friday, 3:30pm-7:00am. | 4 | HR | $_____ | $_____ |
| 5.4.4 | **26090 071 135**<br>Rigging services, crew, base equipment, foreman, 2 riggers Per hour on site Saturday 12:00am-12:00am. | 4 | HR | $_____ | $_____ |

| | | Estimated Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.4.5 | **26090 071 136**<br>Rigging services, crew, base equipment, foreman, 2 riggers Per hour on site Sundays & Holidays (Holidays to include the following: New Years Easter, Memorial Day, July 4th Labor Day, Thanksgiving, Christmas Day) 12:00am-12:00am. | 4 | HR | $_____ | $_____ |
| 5.4.6 | **26090 071 155**<br>Crane Rental, to include Personnel required for crane operation. Crane shall be capable of lifting a minimum of ten (10) tons with. a fifty (50) foot boom | 4 | HR | $_____ | $_____ |

5.5 **Site Welding**

| | | | | | |
|---|---|---|---|---|---|
| 5.5.1 | **26090 071 140**<br>Site welding, per hour (hr) Monday – Friday, 7:00 am – 3:00 pm. | 8 | HR | $_____ | $_____ |
| 5.5.2 | **26090 071 146**<br>Site welding per hour Monday-Friday 7:00am-3:30pm. | 3 | HR | $_____ | $_____ |

| | | Estimated Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.5.3 | **26090 071 147**<br>Site welding per hour<br>Saturday 7:00am-3:30pm. | 4 | HR | $_____ | $_____ |
| 5.6 | **Tidegates** | | | | |
| 5.6.1 | **26090 071 002**<br>Service Cast Iron Tidegate. | 3 | EA | $_____ | $_____ |
| 5.7 | **Service Sluice Gate** | | | | |
| 5.7.1 | **26090 071 010**<br>Service Sluice Gate to 12" High. | 1 | EA | $_____ | $_____ |
| 5.7.2 | **26090 071 011**<br>Service Sluice Gate<br>18" to 3" High. | 1 | EA | $_____ | $_____ |
| 5.7.3 | **26090 071 012**<br>Service Sluice Gate<br>36"to 48" High. | 1 | EA | $_____ | $_____ |
| 5.7.4 | **26090 071 013**<br>Service Sluice Gate to<br>54" to 66" High. | 1 | EA | $_____ | $_____ |

| | | Estimated Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.7.5 | **26090 071 014**<br>Service Sluice Gate to 72" and Higher. | 1 | EA | $_____ | $_____ |

5.8 **Butterfly Valves**

| | | | | | |
|---|---|---|---|---|---|
| 5.8.1 | **26090 071 070**<br>Remove for Shop Reconditioning Reinstall to 12". | 1 | EA | $_____ | $_____ |
| 5.8.2 | **26090 071 071**<br>Remove for Shop Reconditioning Reinstall to 14"–24". | 1 | EA | $_____ | $_____ |
| 5.8.3 | **26090 071 072**<br>Remove for Shop Reconditioning Reinstall to 30"–36". | 1 | EA | $_____ | $_____ |
| 5.8.4 | **26090 071 073**<br>Remove for Shop Reconditioning Reinstall to 42"–48". | 1 | EA | $_____ | $_____ |

| | | Estimated Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.8.5 | **26090 071 074**<br>Remove for Shop Reconditioning and Reinstall, Flocculation Tank Butterfly Gates 72" wide X 114 High | 2 | EA | $_____ | $_____ |

5.9 **26090 072**
Parts used in Repair/Maintenance of Sluice Gate and Tidegates, Estimated Expenditures $5,000.00 per Section 2.3.13.1.

**PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER (as shown on supplier's invoice) +5% MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit a copy of original supplier's invoice to the City. In no case shall parts cost exceed the actual cost form the supplier +5%. No overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.**

**Extended Total Bid Amount $_____**
**(Unit Price X Quantity for all items bid + Estimated Expenditures.)**

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

**TYPE OF TRANSPORT:** _____

BIDDER SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

Attention Bidder:

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

**Exhibits**
**Drawings**
**Attached specifications**
**Attached documents**

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

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

## INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

# BIDDERS GUIDELINES*

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

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

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

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

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

## ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **$10.00 fee, company check or money order only, no personal checks or cash,** for **each** bid number requested. Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

## BID RESULTS REQUEST FORM

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

Date of Request:_____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____
Company Representative: _____
Address: _____
_____

Telephone No.: _____ Fax No.: _____

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

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

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

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

**COMPANY CHECK OR MONEY ORDER ONLY**

**Revised 09/08**

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

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

Hugh Ortman
Procurement Commissioner

**Master Bid Security Program for Service, Supplies and Equipment Bids**
**Period of Coverage: July 1, 2008 – June 30, 2010**

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over $30,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over $30,000 up to $500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2008 to June 30, 2010**, complete the enclosed application and return it with a check for **$175.00.** Make the check payable to "**City of Philadelphia**". It is **non-refundable.** To clarify the precise use of the check, enter the words "**Bid Security Program**" **2008 – 2010** on the face of the check.

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

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

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

---

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

Telephone No: (___)_____Fax No: (___)_____

☐ A. Check payable to the City of Philadelphia in the amount of $175.00 for 7/1/08 to 6/30/10

**DO NOT SEND CASH. NO PERSONAL CHECKS.**

***Internal Use Only***

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

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

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, Pa 19102-1685

Rob Dubow
Director of Finance

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

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

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

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

# Vendor Information Payment Reference Guide

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### BID SUBMISSION

**1. PREPARATION AND SUBMISSION OF BID.**
All bids must be written in ink **or** typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, , all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

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

| AMOUNT OF BID OR ESTIMATED. CONTRACT | AMOUNT OF CERTIFIED CHECK |
|---|---|
| $ 30,000.00 or less | No Check Required |
| $ 30,000.01 - $ 99,999.99 | $ 500.00 |
| $100,000.00 - $249.999.99 | $2,000.00 |
| $250,000.00 - $499,999.99 | $4,000.00 |
| $500,000.00 or more | $6,000.00 |

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

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

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

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

| AMOUNT OF BID OR ESTIMATED CONTRACT | AMOUNT OF PROCESSING FEE |
|---|---|
| $ 30,000.00 or less | No Check Required |
| $ 30,000.01 - $ 100,000.00 | $ 10.00 |
| $ 100,000.01 - $ 300,000.00 | $ 30.00 |
| $ 300,000.01 - $ 500,000.00 | $ 50.00 |
| $ 500,000.01 - $1,000,000.00 | $100.00 |
| $1,000,000.01 - $2,000,000.00 | $200.00 |
| $2,000,000.01 - $3,000,000.00 | $300.00 |
| $3,000,000.01 - $4,000,000.00 | $400.00 |
| $4,000,000.01 - $5,000,000.00 | $500.00 |
| $5,000,000.01 or more | $600.00 |

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

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

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

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

## EVALUATION AND AWARD

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

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

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

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

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

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

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

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

## CONTRACT EXECUTION AND CONFORMANCE

**13. CONTRACTS.** Awards of contracts in amounts less than or equal to $30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than $30,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;

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

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

**14. PERFORMANCE SECURITY.** The City of Philadelphia requires performance security for contracts greater than $30,000. If the amount of the contract to be awarded is greater than $30,000 but less than or equal to $500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of $5.00 per thousand dollars of the contract amount for firm limit contracts and $4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of $500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - $100,000 Each Accident – Bodily Injury by Accident; $100,000 Each Employee – Bodily Injury by Disease; $500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

(1) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

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

(c) AUTOMOBILE LIABILITY

(1) Limit of Liability: $1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: owned, non-owned and hired vehicles.

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

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

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

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

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

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

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

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

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

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

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

## TAX MATTERS

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

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

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

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor" shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

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

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

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

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

## GENERAL INFORMATION

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

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

**25. NONDISCRIMINATION.**

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

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

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

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

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

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

# SIGNING OF BIDS

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

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

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

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

**SIGNING OF BIDS:**
**If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed $30,000, date and sign the bid here, with the original signatures, in ink.**

**This _____day of_____20**

| | |
|---|---|
| **(Signature of Owner, Partner)** | **(Type or Print Name and Title)** |
| **(Business Name of Bidder)** | |
| **(Address, including Zip Code)** | **(Telephone Number, including Area Code)** |

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

**This_____day of_____20**

**CORPORATE SEAL**

| | |
|---|---|
| | **(Corporate or Business Name of Bidder)** |
| **(Address, including Zip Code)** | **(Telephone Number, including Area Code)** |
| **(Signature of President or Vice President)** | **(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)** |
| **(Type or Print Name and Title)** | **(Type or Print Name and Title)** |

| | |
|---|---|
| **APPROVED AS TO FORM** | **CONTRACT EXECUTION** |
| **(Assistant City Solicitor)** | **(Procurement Commissioner)** |

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

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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