BID OPENING DATE AND TIME

On: December 9, 2008 AT: 10:30 A.M.

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
T9YL4030	1 OF 21		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

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

DEPARTMENT	DIVISION
COMMERCE	AVIATION

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. ISAAC
W. CHAN

TITLE OF BID DISPOSAL OF INTERNATIONAL QUARANTINED MATERIALS

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: Disposal of International Quarantined Material

1.2 CONTRACT TERM: **03/01/2009**to **02/28/2010** ("Initial Term"), with an option to renew for up to **Two (2)** additional **One (1)** year periods plus **One (1) Nine (9)** month period, ("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/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto.

It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 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 Disposal of International Quarantined Materials for the Commerce Department as specified herein during the contract period.

1.6 BID SECURITY

1.6.1 Bid security shall be based upon **Estimated Contract Amount per Section 1.7.3.**

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 of **$2000.00.**

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.

1.7.3 ESTIMATED EXPENDITURES FOR CONTRACT PERIOD $120,000.00

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 **LOCAL BIDDING PREFERENCES**

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:**

For purposes of this bid ONLY, bidder MUST submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of **$30.00** to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

1.8.8 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.

1.8.9 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_____

1.8.10 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 1.8.10 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.

1.8.11 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.

1.8.12 Bidder must submit with bid proof of being an approved C.B.P.A Hauler or Caterer (see Section 1.9.2) or within 14 business days of bid award provide a copy of the compliance agreement signed by both, the awarded vendor and the CBPA.

1.8.13 Bidder must submit a copy of Employee Training Package with bid (see Section 1.9.4).

1.8.14 Bidder must submit a completed copy of attachment "A" - Compliance Agreement (Form #519) with bid submission to be considered for award.

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:	_____	_____	_____

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

1.9.2 Bidder must be an approved C.B.P.A. Hauler or Caterer prior to the contract start date.

1.9.3 Bidder shall be experienced in Cleaning and Disinfection of Regulated Garbage Spillage using C.B.P.A. approved Disinfectant (Disinfectant must be on hand at all times).

1.9.4 The vendor shall present a training program to employees before they are permitted to handle the regulated garbage. This training program should be at least one hour in duration. Previously trained employees shall be provided review training annually. (This training may be given in more than one session).

The training package must be approved by the Philadelphia CBPA Office, and may include both formal classroom training and on-the-job training. It must:

1. Define regulated garbage;
2. Explain the regulations and the purpose of the regulations;
3. Include film, slides or other training aids on foreign animal and plant diseases and pests;
4. Specifically outline, by demonstration, illustration, or picture, proper regulated garbage handling procedures.
5. Be presented in English and other appropriate languages.

Records of training administered to employees shall be made available to C.B.P.A Personnel upon request.

SECTION 2: SPECIFICATIONS

2.1 Successful vendor(s) shall be required to supply the **City of Philadelphia's Division of Aviation** at **Philadelphia International Airport Terminal "A" Customs** area with **Disposal Services** as listed in Sections 2 and 5 of this Invitation and Bid.

2.2 **DISPOSAL OF INTERNATIONAL QUARANTINED MATERIALS**

2.2.1 Definition:
For the purposes of this bid, International Quarantined Material shall be defined as all prohibited agricultural items (i.e. fruits, vegetables, meats, plants, etc.) that have been seized from international passengers.

2.2.2 The City of Philadelphia Division of Aviation shall be referred to as the DOA. The Department of Homeland Security – Customs and Border Protection – Agriculture (CBPA) shall be referred to as CBPA. The CBPA approved Hauler/Caterer shall be referred to as successful bidder.

2.2.3 The Division of Aviation (DOA) and the successful bidder shall agree to adhere to Federal regulations CFR 330.400 and 6 CFR 94.5.

2.2.3.1 The successful bidder shall provide leakproof heavy duty commercial grade plastic bags to line the quarantined material container in the CBPA office.

2.2.3.2 All container systems must meet all applicable Federal, State, City and other local regulations and guidelines for storage, transport and disposal for all authorities having jurisdiction in any State, County and local municipality where the waste may be transported, stored, transferred, disposed of or otherwise handled or processed. Recyclable containers are not acceptable.

2.2.4 The successful bidder shall provide personnel to empty the quarantined material container in the CBPA office on request and transfer regulated garbage directly to a holding container approved by CBPA. The container is supplied by DOA.

2.2.4.1 The area around the holding container shall be kept clean and free of loose garbage. Leakage shall be contained and disinfected in a manner acceptable to CBPA.

2.2.4.2 Regulated garbage may not be stored in the holding container for more than four days.

2.2.4.3 Containers must be emptied between the hours of 12:00 Noon and 10:00 PM at a minimum of two days per week or as otherwise agreed upon between the City and successful bidder.

2.2.4.4 All waste containers are to be transported from the designated storage area through approved routes and are locked or otherwise secured to prevent entry by unauthorized persons.

2.2.4.5 All containers removed from the airport shall be bar coded and serial numbered for tracing and/or tracking periods. The purpose of the bar coding system for the removal of containers from the Airport is to trace and keep track of the number of containers that is being disposed. In addition, it is to comply with the Airport and Federal Regulations CFR 330.400 and 6 CFR 94.5.

2.2.5 Regulated garbage is to be kept separate from domestic garbage in a segregate area marked "FOREIGN GARBAGE".

2.2.6 Regulated garbage must be removed from the holding container and destroyed by a CBPA approved hauler or CBPA approved caterer.

2.2.7 Regulated garbage must be transported for treatment to a United States Department of Agriculture approved facility in the State of Pennsylvania.

2.2.8 The CBPA airport office, 215-596-4784, shall be notified of any spillage. Cleaning and disinfectant will be accomplished immediately by successful bidder. CBPA approved disinfectant must be available.

2.2.8.1 The successful bidder shall immediately (no later than 24 hours) notify the CBPA Airport office and confirm in writing within 72 hours any occurrence of spillage or loss of materials.

2.2.8.2 Refer to Attachment B, "Preventing the Spread of Pests and Diseases".

2.2.8.3 Bidders are reminded that where applicable, they are required to submit with their bid, a copy of the Materials Safety Data Sheet pertinent to the product(s) offered. The successful bidders are required to provide, with delivery, Material Safety Data Sheets to the receiver. All hazardous materials containers must have warning notices affixed as described by law.

The successful bidder must also submit a new MSDS prior to or accompanying the first shipment subsequent to any revision to the MSDS made during the duration of this contract.

2.2.9 Prior to award the apparent low bidder shall be required to submit for review and approval a Spill Control and Countermeasure (SPCC) Plan describing the actions to be taken in the event of an accident or spill.

2.2.10 **Regulatory Compliance**

It is understood and agreed that the successful bidder, recognizing the changing regulatory environment regarding the management of these wastes, shall at all times during the life of the contract comply with all applicable Federal, State, City and other local laws, rules and regulations now or hereafter in effect.

2.2.11 **Employee Protection**

The successful bidder's employees who are exposed to any Quarantined Material resulting from work under this contract shall undergo periodic medical testing for the possible health effects from such exposures.

2.2.12 **AIRPORT ACCESS, SECURITY AND SERVICE REQUIREMENTS**

The awarded vendor shall be required to obtain Airport Security Identification Badges for employees servicing the International Quarantined Material after the bid award. All fees associated with ID badging shall apply to the awarded vendor. Awarded vendor employee's must attend the Security Identification Display Area (S.I.D.A.) briefing and pass A.O.A. (Air Operations Area) Driver's Test to drive on the airfield unescorted. All Vendors must list their personnel that shall be subjected to administrative capability and clear background checks for FAA security clearance, TSA, and other clearance that may be required. To include, fingerprint-based Criminal History Records check certification.

Vehicle operations within the airport boundaries shall conform with the provisions of the Airport Vehicle Code, Commonwealth of Pennsylvania, all traffic Ordinances of the City of Philadelphia and, in addition, shall conform to any special rules and regulations prescribed by the Director of Aviation. Privileges to operate motor vehicles on any portion of Airport property may be suspended or permanently revoked by the Director of Aviation for violation of Airport rules and regulations. All Airport tenants must submit proof of liability insurance, with the appropriate minimums, to the Airport Operations Department prior to any employee operating a vehicle on the Air Operations Area.

2.3 **PRICING:**

2.3.1 Bidder shall submit in Section 5 a price per container (CH), special garbage bags, employee training and disposal. Per container pricing shall include: containers (size: approximately 3 feet square), (1) special garbage bag per container, bar-coded labels, and monthly weight reports. Prices shall also be included for additional liners.

2.3.2 Prices shall be firm for the Initial Term of the Contract. If subsequent Renewal Terms are exercised by the City, the vendor may increase prices as per paragraph entitled "Price Increase or Decrease," in Section 4 of this Invitation and Bid.

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 to the lowest responsive and responsible bidder(s).

3.2.2 **LBE REQUIREMENTS**

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

(i) 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 4.2.12., this is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.12 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, services or equipment as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.

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

4.2.3 Contractors may deliver products, services or equipment up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

4.2.4 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, services or equipment not specifically priced and incorporated into the contract, they must:

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

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

4.2.7 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.

4.2.8 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.

4.2.9 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.

4.2.10 Invoices/Receipts

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

4.2.10.2 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.

4.3 **PRICE INCREASE OR DECREASE:**

Contractor shall provide **Disposal Services** at the prices set forth in Section 5 for period of **Twelve (12)** months; thereafter, service may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for additional one (1) year period(s). Contractor may increase prices for **each** renewal period provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing.

In no event shall the increased prices exceed contractor's published charges for non-educational state and local governments on the effective date of the adjustment, under similar terms and conditions.

Failure to notify the City within this sixty (60) day time frame shall result in the following:

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

or

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

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

Failure to notify the City within the time frame specified in 4.3 will result in a commensurate delay in implementing the price change.

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)

Unit pricing quoted below will prevail in case of any discrepancy(ies) between unit price and the extended amount and will be the determining factor in establishing applicable contract amount(s)/award.

		QTY	UNIT	UNIT PRICE	AMOUNT
	20550-003-005				
5.1	Garbage removal and disposal:(to include all nightly pick-up from PPQ office, boxes, (1) special garbage bag per container, bar-coded labels, cleaning and disinfection, treatment at a CBPA approved site in the State of Pennsylvania, disposal and training See item 2.3	500	CH	$_____	$_____
	20550-003-002				
5.2	Additional special garbage bags	50	BG	$_____	$_____

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

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: _____

Attachment "A"

FORM APPROVED
OMB NUMBER 0579-0054

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

COMPLIANCE AGREEMENT

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0054. The time required to complete this information collection is estimated to average 1.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

1. NAME AND MAILING ADDRESS OF PERSON OR FIRM	2. LOCATION

3. REGULATED ARTICLE(S)

4. APPLICABLE FEDERAL QUARANTINE(S) OR REGULATIONS

5. *I/We agree to the following:*

6. SIGNATURE	7. TITLE	8. DATE SIGNED

The affixing of the signatures below will validate this agreement which shall remain in effect until canceled, but may be revised as necessary or revoked for noncompliance.

9. AGREEMENT NO.

10. DATE OF AGREEMENT

11. PPQ OFFICIAL *(Name and Title)*	12. ADDRESS
13. SIGNATURE	
14. STATE AGENCY OFFICIAL *(Name and Title)*	15. ADDRESS
16. SIGNATURE	

PPQ FORM 519
(FEB 2002)

H

Nonpropagative Manual

Compliance Agreement (PPQ Form 519)

Purpose

The purpose of a Compliance Agreement is to bring a person or firm into full compliance with the applicable requirements for handling regulated material. PPQ Form 519, Compliance Agreement, provides a written and signed agreement with shippers, dealers, carriers, facilities, and processors confirming their understanding of the methods, conditions, and procedures necessary for compliance with Plant Import Regulations. PPQ Form 519 has a variety of uses in both domestic and foreign quarantine programs. These agreements are used in emergency programs and to formalize agreements with fumigators, treatment facilities, nurseries, warehouses, and any other facility that may handle regulated materials before their treatment and/or release. Here are some examples of facilities that can operate under Compliance Agreements:

- Facilities debarking foreign logs
- Facilities in the United States importing seed from Canada for cleaning under the provisions of the Federal Seed Act
- Facilities operating under an Emergency Action Order (EAN)
- Facilities processing foreign cotton
- Facilities processing prohibited screenings from Canada under the provisions of the Federal Seed Act
- Laboratories receiving untreated foreign or domestic soil
- Processors applying dry heat
- Warehouses performing cold treatment

PPQ Form 519 can also be submitted as evidence of a violation.

Important

Never use PPQ Form 519 for facilities approved to handle restricted meat or animal products. Refer to the *Manual for Agriculture Clearance* or the *Animal Product Manual* for information on establishments that handle animal products. **Never** use PPQ Form 519 for Postentry Agreements. Use PPQ Form 546, Agreement for Postentry Quarantine—State Screening Notice for Postentry Quarantine.

Compliance Agreements give legal permission to the recipient to handle regulated plant materials. These agreements provide instruction to the facility management and staff regarding the

requirements under APHIS regulations and policies. Both PPQ and Customs and Border Protection Agriculture Inspectors are responsible for issuing and monitoring PPQ Form 519 Compliance Agreements.

When appropriate, APHIS should consult with the State Plant Regulatory Official (SPRO), or designee. For example, consult with the SPRO on the approval of a laboratory approved to handle foreign and domestic soil. On the other hand, State concurrence is **not** needed to issue a Compliance Agreement to a warehouse at which fumigations take place to make a commodity admissible. When appropriate, the SPRO signs the Compliance Agreement and/or permit application to document his or her concurrence. Compliance Agreements give PPQ regulatory oversight of establishments that are physically, numerically, and programmatically diverse. If PPQ fails to provide sufficient oversight, the effectiveness of Compliance Agreements is lost.

The stipulations included in the Compliance Agreement must be clearly understood and attainable by the signatory. To ensure the stipulations are clearly understood and to guarantee successful compliance, PPQ may have to provide training or other informational resources to the industry.

Requirements

Important

If you are a Customs and Border Protection Officer, consult the Manual for Agriculture Clearance for information on Compliance Agreements.

Compliance Agreements are specifically required by the following:

- 7 CFR 319.40 (Logs, Lumber and Other Unmanufactured Wood Articles)
- 7 CFR 319.77 (Gypsy Moth Host Material from Canada)
- 7CFR 361.8 (Cleaning of Imported Seed and Processing of Certain Canadian-Origin Screenings)

Moreover, signed agreements (such as Compliance Agreements) are required for mills operating under 7 CFR 319.8 (Foreign Cotton and Covers). Compliance Agreements for regulated soils are incorporated under the required permit conditions of 7 CFR 330.300.

Instructions

Before completing a Compliance Agreement, a letter or instructions requesting approval of the facility and/or the action to be undertaken must be received. This request can come from an importer, the PPQ permit staff, regional office, or any agent having jurisdiction over a facility that wishes to handle regulated materials. The Compliance Agreement is often a two-part document, the signed PPQ Form 519 and an attachment containing detailed stipulations.

The PPQ official will review the applicable quarantine and do the following:

- Visit the handling, processing, or disposal facilities, or in cases for which there are no facilities, the company's local headquarters
- Inform the applicant of all conditions to be specified in the Compliance Agreement
- Inform the applicant of the consequences of failing to abide by the conditions of the Compliance Agreement
- Confirm that regulated commodities are to be processed or handled in a manner that minimizes pest risk
- Ensure the agreement states that any treatments conducted will meet the requirements of all applicable environmental authorities
- If applicable, ensure the equipment for handling regulated materials is effective
- If applicable, certify equipment used in treatments before signing and approving the Compliance Agreement—for example, verify the incinerator is capable of burning regulated materials to ash
- Require waste products or byproducts be treated to remove any pest risk
- Verify company employees are trained
- Consult with the Permit Unit, QPAS, or other knowledgeable staff before composing a Compliance Agreement regulating a facility handling an unfamiliar commodity
- Monitor each Compliance Agreement at least once per year

To ensure the applicant understands the conditions for handling and disposing of regulated materials specified in the Compliance Agreement, complete a step-by-step review with the applicant.

Reexaminations and Amendments

Reexamine Compliance Agreements at least once, but preferably twice, annually. Amend Compliance Agreements as appropriate when the following occur:

- Signatory individual changes (obtain signature of new signatory and the SPRO)
- Applicant physically relocates
- Company name, ownership, etc. changes

All changes to the Compliance Agreement can be made as a signed and dated addendum by PPQ personnel and a responsible employee of the company.

Deviations and Cancellations

Document all deviations from the agreed-upon conditions within the Compliance Agreement. Warning letters are appropriate when deviations from the agreement occur, civil penalties may also be justified. If the establishment fails to abide by the conditions of the agreement, the PPQ Officer responsible for supervising the agreement may cancel that agreement orally or in writing. Consult with the SPHD or designee and/or headquarters staff before canceling an agreement. If an oral cancellation is made, confirm it in writing as soon as possible. The establishment has 10 days to appeal the cancellation. Appeals must be made to the Deputy Administrator.

Violations

Actions to take in order of severity:

- Warning Letter*
- Civil Penalty
- Revocation of the Compliance Agreement

* Use a USDA letterhead and **not** an APHIS Form 7060 (Warning) for the warning.

When a Warning Letter Is Appropriate (when one or more of the following apply):

- First- or second-time violation
- Violator recognized and corrected the violation and notified the PPQ Officer
- Violation is a minor technicality, was unintentional, and is correctable
- Violation was the result of a misinterpretation

When a Civil Penalty Is Appropriate:

A civil penalty is initiated by Investigative and Enforcement Services (IES). This office uses standard formulas in deciding to apply civil penalties. However, IES will confer with the SPHD for concurrence.

When Revocation of the Compliance Agreement Is Appropriate:

- Multiple violations
- Major violation
- Willful and intentional violation

Examples

On the following pages are examples of a blank Compliance Agreement, a Compliance Agreement for the reexport of imported cotton, and a Compliance Agreement for regulated soil.

Specific examples of Compliance Agreements can also be found in the following manuals: *Emergency Programs, Export, Fire Ant, Gypsy Moth, Japanese Beetle, Karnal Bunt*, and *Treatment*.

TABLE H-6-1: Instructions to Complete PPQ Form 519, Compliance Agreement

If the block is:	Then follow these instructions to complete PPQ Form 519:
1. NAME AND MAILING ADDRESS OF PERSON OR FIRM	ENTER the name and mailing address of the person or establishment with whom the agreement is being made
2. LOCATION	ENTER the location of the specific property(ies) for which the agreement is signed
3. REGULATED ARTICLE(S)	ENTER the specific regulated articles to which the agreement applies, such as "Cotton Bales"
4. APPLICABLE FEDERAL OR STATE COOPERATIVE DOMESTIC QUARANTINE(S) OR REGULATIONS	ENTER the legislative titles, parts, and subparts for the regulated articles, such as "7CFR 353"
5. I/WE AGREE TO THE FOLLOWING	ENTER the stipulations which apply to the establishment for each quarantine or regulation affecting the establishment ◆ Make clear to the establishment that stipulations in the compliance agreement **do not** preclude compliance with other sections of a quarantine or regulation ◆ If there is **not** enough space to list the stipulations, then write "See attached sheets" (attach the sheets to the original PPQ Form 519 and all its copies)
6. SIGNATURE	HAVE the responsible official of the establishment sign
7. TITLE	ENTER the responsible official's title
8 DATE SIGNED	ENTER the date the establishment official signed the agreement
9. AGREEMENT NO.	ASSIGN and ENTER a compliance agreement number
10. DATE OF AGREEMENT	ENTER the date of the agreement
11. PPQ OFFICIAL (Name and Title)	ENTER the name and title of the USDA-APHIS-PPQ official executing this agreement
12. ADDRESS	ENTER the USDA-APHIS-PPQ address
13. SIGNATURE	USDA-APHIS-PPQ Officer-in-Charge SIGNS (at a minimum)
14-16	**Important** Complete Blocks 15-17 **only** when the State is involved in cooperating with enforcing Federal quarantines.
14. STATE AGENCY OFFICIAL	ENTER the name and title of the State official
15. ADDRESS	ENTER the State agency's address
16. SIGNATURE	HAVE the State official sign

Distribution of PPQ Form 519

Distribute PPQ Form 519 as follows in Table H-6-2:

TABLE H-6-2: Distribution of PPQ Form 519, Compliance Agreement

If the compliance agreement:	Then:
Affects one work unit	1. GIVE the original to the establishment 2. KEEP a copy for PPQ files in the area where the establishment is located
Affects **more** than one work unit	1. GIVE the original to the establishment 2. GIVE copies to all work units affected by the agreement 3. KEEP a copy for PPQ files in the area where the establishment is located

FORM APPROVED
OMB NUMBER 0579-0054

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

COMPLIANCE AGREEMENT

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1. NAME AND MAILING ADDRESS OF PERSON OR FIRM	2. LOCATION
Hong Theav Quality Grains, Inc. Highway 5 West Crosby, ND 58727	Crosby, ND Highway 5 West 1-800-510-XXXX

3. REGULATED ARTICLE(S)

Canadian Origin Seed and Screenings

4. APPLICABLE FEDERAL QUARANTINE(S) OR REGULATIONS

Federal Seed Act of 1937

5. I/We agree to the following:

Refer to Attachment for Compliance Agreement Conditions

6. SIGNATURE	7. TITLE	8. DATE SIGNED
Hong Theav	President and CEO	10/11/20XX

The affixing of the signatures below will validate this agreement which shall remain in effect until canceled, but may be revised as necessary or revoked for noncompliance.

9. AGREEMENT NO. FSARC0005

10. DATE OF AGREEMENT 11/25/20XX

11. PPQ OFFICIAL *(Name and Title)* Tilahun Gamta State Plant Health Director	**12. ADDRESS** USDA, APHIS, PPQ 3509 Miriam Ave., Suite A Bismark, ND 58501 (701) 250-XXXX
13. SIGNATURE Tilahun Gamta	
14. STATE AGENCY OFFICIAL *(Name and Title)* S. Anis Ahmed Seed Commissioner	**15. ADDRESS** State Seed Department State University Station PO Box 54XX Fargo, ND 58105 (701) 231-XXXX
16. SIGNATURE S. Anis Ahmed	

PPQ FORM 519
(FEB 2002)

FIGURE 8-7: PPQ Form 519

Attachment to Compliance Agreement Number: PHL-99-18

I/WE TO ADHERE TO THE FOLLOWING:

I. Transportation Procedures:

A. The cartage firm must put regulated articles into individual containers. The containers must be leakproof rigid and securely closed. A plastic garbage bag alone is unacceptable.
B. The containers must be clearly marked so they can be identified as USDA regulated articles.
C. The containers must be transported in a enclosed, rigid, leakproof vehicle. A canvas top or tarp covering is unacceptable. The vehicle must have the ability to be locked or sealed.
D. The regulated articles are to be transported directly to a USDA approved incinerator.
E. The cartage firm must provide personnel and USDA approved disinfectant to control the regulated articles in the event of a spill or other emergency (see cleaning and disinfecting instructions). There must be an adequate supply of approved disinfectant on each vehicle transporting regulated articles. If a spill occurs during the transportation process the USDA/APHIS/PPQ office must be notified ASAP at (215) 597-4515.

II. Record Keeping:

A. A record of the source, date, time, number, type, weight of the containers, driver's name and incinerator must be made. This record must be kept for a minimum of one year.
B. The source, weight, date, time and place of incineration must be faxed to the Philadelphia USDA/APHIS/PPQ office at (215) 597-7039 ASAP.

III. Storage:

A. The regulated articles to be stored must be adequately containerized and marked.
B. The container, room or other confined area where the regulated articles are to be stored must be leakproof and capable of being locked. It must be inaccessible to birds and rodents.
C. The cartage firm must maintain records on stored regulated articles
D. Storage cannot exceed seven days.

IV. Training:

A. The cartage firm must train all employees before they are permitted to transport or supervise the transport of USDA regulated articles.
B. Each employee must receive refresher training at least once a year.
C. The training must be approved by the local USDA/AHPIS/PPQ compliance officer.

PPQ OFFICERS INITIALS	DATE	CARTAGE REP INITIALS	DATE

D. Training must include the following topics:
- -Procedures for handling and reporting emergency spills.
- -Procedures for maintaining control of regulated articles
- -Procedures for cleaning and disinfecting affected equipment and areas.

E. A log book must be maintained concerning employees' training status.

V. Notification:

A. Prior to any pickup, notification must be provided to the USDA/APHIS/PPQ operations desk at (215) 597-4515.
B. The local USDA/APHIS/PPQ compliance officer will decide if a PPQ officer will be present at the pickup site.

VI. Revocation:

A. By signing this agreement, the signatory certifies that the cartage firm has met, or will meet prior to handling USDA regulated articles, the requirements of all applicable transportation authorities, such as Federal, State and county.
B. This agreement may be immediately cancelled or revoked for noncompliance. Violation of these Federal Regulations can result in a criminal penalty of up to $5000.00 fine, a year in jail, or both, or a civil penalty and a fine of up to $1000.00 per violation.

PPQ OFFICERS INITIALS	DATE	CARTAGE REP INITIALS	DATE

Attachment "B"

6 Agricultural Clearance

Preventing the Spread of Pests and Diseases

Contents

Introduction **page 6-1-1**
Emergency Procedures **page 6-1-2**
- Taking Action Based on the Pest at Hand **page 6-1-2**
- Safeguarding Cargo and Giving the Importer an Opportunity to Voluntarily Treat Cargo Pending Issuance of Emergency Order **page 6-1-2**
- Issuing an Emergency Action Notification **page 6-1-3**
- Deciding if Commodity Has to Be Treated **page 6-1-3**
- Preventing Damage to Commodities Being Treated **page 6-1-4**
- Revoking the Emergency Action Notification After Cargo Is Treated **page 6-1-4**
- Remedial Measures Policy and Procedures **page 6-1-4**

Cleaning and Disinfecting **page 6-1-5**
- Materials for Disinfectant Kit **page 6-1-5**
- Protective Clothing and Safety Materials **page 6-1-6**
- Preparing the Disinfectant **page 6-1-6**
- Removing Excess Contaminant **page 6-1-9**
- Scrubbing Contaminated Area **page 6-1-10**
- Flushing Scrubbed Surfaces **page 6-1-10**
- Applying Disinfectant **page 6-1-10**
- Incinerating Refuse **page 6-1-10**

Introduction

This chapter gives directions for preventing the spread of pests or diseases when those pests or diseases are found on or with any conveyance, stores, baggage, mail, or importation, or when contamination with disease agents is possible. When selecting a method to kill pests or to apply safeguards, always choose the least severe method. The most common methods, in ascending order of severity, are as follows:

- Quarantine
- Safeguarding (measures such a sealing or stopping the off-loading of cargo)
- Cleaning and disinfecting
- Treatment
- Return to shipping point (interstate movement)
- Reexport
- Seizure and destruction

Important

Do not use reexport or seizure and destruction methods to kill pests or apply safeguards unless there is no less severe alternative that will prevent the dissemination of the pest.

Emergency Procedures

Taking Action Based on the Pest at Hand

After a pest is submitted to the USDA APHIS Plant Inspection Station with a PPQ Form 309A, you are notified if the pest is actionable or not. Determine the action to take based on the pest at hand. Go to Table 6-1-1.

TABLE 6-1-1: Determine Action to take Based on Pest at Hand

If the pest is:	Then:
Actionable	SAFEGUARD the shipment; collect the paperwork; prepare an EAN
Nonactionable	Emergency measures are unnecessary

Safeguarding Cargo and Giving the Importer an Opportunity to Voluntarily Treat Cargo Pending Issuance of Emergency Order

When a pest is found in a perishable commodity shipment, it may not be feasible to wait 1-3 days for final pest identification. In this situation, treatment can be authorized prior to final pest identification. Prevent any chance of the pests escaping after the inspection and before the cargo is fumigated. Submit the interception as URGENT.

TABLE 6-1-2: Procedures for Voluntary Treatment of Cargo Pending Issuance of Emergency Action Order

If the importer or the importer's agent:	And the pest's identity is confirmed as:	Then:
Wants to have the cargo treated prior to having the pest's identity confirmed	→	ALLOW the cargo to be treated prior to confirmation and continue to ***Issuing an Emergency Action Notification*** on **page 6-1-3**[1]
Is willing to wait to have the pest's identity confirmed	Actionable	1. REQUIRE that the cargo be treated 2. CONTINUE to ***Issuing an Emergency Action Notification*** on **page 6-1-3**
	Nonactionable	RELEASE the cargo

1 In block 12 of the Emergency Action Notification, enter the statement "Possible quarantine pest."

Cleaning and Disinfecting

Articles That Require Cleaning and Disinfection

If any article or surface is contaminated with animal material, then the article or surface **must** be cleaned and disinfected. If you encounter an importation of prohibited or restricted animal products, and the packaging or containers holding those products have leaked—then the contaminated pallets, machinery used in handling, dock or warehouse areas used for storage, or trucks or railroad cars used for transporting the products **must** be cleaned and disinfected before they are reused.

Important

Spills of regulated garbage where food is prepared or handled should be cleaned and sanitized by the caterer using the caterer's product. The disinfectant used by the caterer should be approved by the Environmental Protection Agency for use around food or on food contact surfaces.

Important

CBP is responsible for safeguarding aircraft contaminated with animal waste such as manure and straw. Notify APHIS Veterinary Services (VS) of the aircraft arrival. VS or their designated representative is responsible for the cleaning and disinfection of these aircraft in accordance with 9 CFR 95.26. Please contact the local Area Veterinarian In Charge as listed in Appendix H of the Animal Products Manual (APM).

Materials for Disinfectant Kit

Collect the following materials for a ready-to-use disinfectant kit:

- Gallon plastic container filled with water
- Insulated box, such as an ice chest, for holding the equipment used to disinfect; label the box "Disinfectant Kit" and type and affix directions for its use inside the lid
- Leakproof, double plastic bags to hold collected material
- Material Safety Data Sheets (MSDS) for Virkon® S, sodium hypochlorite, and sodium carbonate
- Pint spray bottle
- Roll of paper towels
- Scrub brush and a scraping tool
- Whisk broom and dust pan

Protective Clothing and Safety Materials

Assemble the following protective clothing and safety materials for use while disinfecting:

- Disposable, plastic shoe covers
- Pair of rubber gloves or disposable, plastic gloves
- Coveralls (if you are using a solution of 3% sodium hypochlorite)
- Rubber apron (if you are using Virkon® S)

Instructions for Cleaning and Disinfecting

Follow the steps listed below for cleaning and disinfecting.

Step 1

Classify the article, using **Table 6-1-3** on **page 6-1-6**.

TABLE 6-1-3: Classify the Article

If the article is:	Then:
Empty semen container	Disinfect with a solution of water that contains 4 percent sodium carbonate with 0.1 percent sodium silicate (see **Table 6-1-4** on **page 6-1-7**)
Aircraft	GO to ***Cleaning and Disinfecting*** on **page 3-2-5** in the ***Clearing Aircraft*** section of ***Examining Carriers***
Footwear	GO to ***Disinfecting Footwear*** on **page 4-1-13** in the chapter ***Clearing Passengers, Crew, and Baggage***
Other than empty semen container, aircraft, or footwear[1]	Disinfect with a solution of water that contains sodium hypochlorite or Virkon® S (see **Table 6-1-4** on **page 6-1-7**)

1 For example, storage area, farm machinery, pallet, fork lift, pier, stall, or railroad car.

Step 2

Use **Table 6-1-4** on **page 6-1-7** for formulas and instructions for mixing disinfectants.

Preparing the Disinfectant

Mix the disinfectant using **Table 6-1-4** for formulas and instructions. Prepare fresh batches of disinfectant as practicable.

Never use the disinfectants listed in **Table 6-1-4** around food or in areas where food is handled or prepared. When disinfecting such areas, allow the use of a sanitizer that is normally used around foods. The sanitizer must be one approved by the EPA.

TABLE 6-1-4: Formulas and Instructions for Mixing Disinfectants

If you need a solution of:	Then:
4 percent sodium carbonate (common name: soda ash)	NOTICE This solution is only mildly caustic but can dull painted and varnished surfaces. 1. ADD 5.33 ounces of the sodium carbonate to each gallon of water (or 1 pound to 3 gallons of water or 15 pounds to 45 gallons of water) 2. MIX thoroughly
4 percent sodium carbonate with 0.1 percent sodium silicate	1. ADD 5.33 ounces of the sodium carbonate to each gallon of water 2. ADD 4 mL of sodium silicate solution to each gallon of water 3. MIX thoroughly
1 percent Virkon® S	WARNING Powder is corrosive. Causes skin burns and irreversible eye damage. Harmful if swallowed, absorbed through skin, or inhaled. **Do not** get in eyes, on skin, or on clothing. Wear protective clothing and rubber gloves. Avoid breathing dust. Wear goggles, face shield, or safety glasses. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. Corrosive statement refers to powder only, not solution. When mixing powder: 1. PUT on rubber gloves, rubber apron, mask (N95 or better) and face shield 2. ADD 1.3 ounces **or** 8 teaspoons **or** 37 grams of Virkon® S concentrate to 1 gallon of water 3. STIR gently; do **not** stir vigorously (the solution should be yellow in color and will have a slight citrus odor) 4. RESEAL the container holding the Virkon® S powder 5. POUR the Virkon® S solution (using a plastic funnel) into a 1, 2.5, or 5 gallon plastic container 6. CLOSE the container tightly. 7. DISPOSE of solution after 7 days or when yellow color fades, whichever comes first 8. WASH hands and any other areas where the solution may have come in contact with the skin 9. CLEAN the mixing area NOTICE **Do not** soak metal objects in Virkon® S for long periods; 10 minutes is the maximum necessary contact time. One gallon of solution is sufficient to treat 135 ft^2.

TABLE 6-1-4: Formulas and Instructions for Mixing Disinfectants (continued)

If you need a solution of:	Then:
Sodium hypochlorite (household bleach)	CAUTION This solution will discolor clothing. Therefore, as a precaution, dry the disinfected item or put it in a plastic bag. Wear gloves, eye protection, and an apron when applying bleach. GO to **Table 6-1-5**

Important

Formulas and instructions for mixing sodium hypochlorite are for practical use. Calculations are approximate.

TABLE 6-1-5: Formulas and Instructions for Mixing Sodium Hypochlorite

If you need a:	And the concentration of available chlorine[1] is:	Then:
0.1 percent solution of the disinfectant[2]	5.25%	1. ADD 5 tablespoons (2.5 ounces) of bleach to 1 gallon of water (or 1 gallon of bleach to 50 gallons of water) 2. MIX thoroughly
	6%	1. ADD 4 tablespoons and 1 teaspoon (2.3 ounces or 65 ml) of bleach to 1 gallon of water (or 13 cups of bleach to 50 gallons of water) 2. MIX thoroughly
1.0 percent solution of the disinfectant[3]	5.25%	1. ADD 4 cups (32 ounces) of bleach to 1 gallon of water 2. MIX thoroughly
	6%	1. ADD 3.2 cups (26 ounces) of bleach to 1 gallon of water 2. MIX thoroughly
3.0 percent solution of the disinfectant[4]	5.25%	CAUTION Use personal protective equipment (PPE), i.e. gloves and goggles when applying at this concentration. 1. ADD 1.3 gallons (170 ounces) of bleach to 1 gallon of water (or 4 parts bleach to 3 parts water) 2. MIX thoroughly
	6%	CAUTION Use personal protective equipment (PPE), i.e. gloves and goggles when applying at this concentration. 1. ADD 1 gallon of bleach to 1 gallon of water 2. MIX thoroughly

1 Determine the percent of available chlorine by checking the container's label. Sodium hypochlorite or "bleach" comes in two concentrations: 5.25 or 6 percent available chlorine.

2 This is the strength to use in baggage or passenger areas.

3 This is the strength necessary for **moderately** contaminated areas.

4 This is the strength necessary for **heavily** contaminated areas.

Removing Excess Contaminant

Sweep up or scrape off as much of the contaminant as possible. Put the sweepings or scrapings into a leakproof, double plastic bag for incineration later. Free surfaces from dirt and grease if applicable.

Scrubbing Contaminated Area

Scrub the contaminated area or the area where the spillage occurred with a good detergent solution.

NOTICE

If the area is **not** effectively scrubbed first, then any viruses protected by the organic material remain untouched and the disinfectant is **not** effective.

Flushing Scrubbed Surfaces

Flush the scrubbed surfaces with clean water. Flushing is important because the detergent may react with the disinfectant and reduce its activity.

Applying Disinfectant

If using a premixed solution of disinfectant, agitate it thoroughly. If the temperature is below freezing, delay the application of the disinfectant until the temperature is above freezing. Apply the disinfectant.

Incinerating Refuse

Incinerate all refuse that was swept up or scraped off.

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.