

BID OPENING DATE AND TIME**On: MARCH 23, 2010****AT: 10:30 A.M.**

BID NO. S1YL6690	PAGE 1 OF 32	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW 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.		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	NAME AND ADDRESS OF FIRM
DEPARTMENT STREETS	DIVISION SANITATION		Federal EIN/Social Security Number
AWARDED			BUYER: A. CAMPFIELD J. MANTON
DATE FOR THE PROCUREMENT COMMISSIONER			

TITLE OF BID: INTERMEDIATE PROCESSING SERVICES**GENERAL INFORMATION**

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

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

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

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

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

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	AMOUNT	CHECK NUMBER

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)

Please list any OEO Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises¹

Bid Number		Name of Bidder			
Primary Bidder	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	DSBE <input type="checkbox"/>	N/A <input type="checkbox"/>	SBA <input type="checkbox"/>
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	DSBE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	DS-DBE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	DSBE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				

REVISED 2-2009 OEO

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 2 32
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: **INTERMEDIATE PROCESSING SERVICES**

1.2 CONTRACT TERM: **07/01/2010 to 06/30/2011** ("Initial Term"), with an option to renew for up to **Three (3)** additional **One (1)** year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

1.2.2 If an individual Performance Bond and/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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 3 32
		FIRM NAME (Must be filled in)	

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 of Service only.

1.5 STATEMENT OF DIRECTION:

- 1.5.1 It is the intent of the City of Philadelphia to make an award for Intermediate Processing Services for Recyclable Materials for the Streets 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, 2009 to June 30, 2010) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 4 32
		FIRM NAME (Must be filled in)	

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

1.6.2 **Bids Opening July 1, 2009 through June 30, 2010**

Bidders may qualify for the Master Bid Security Program described above for **(July 1, 2009 - June 30, 2010)** by submitting a check in the amount of **\$120.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

1.6.3 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount of **\$500.**

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\$30,001.00**

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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 5 32
		FIRM NAME (Must be filled in)	

- 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 For this Invitation and Bid Only, Paragraph 6 of the City's Terms and Conditions, entitled "Local Bidding Preference", does not apply.
- 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 **\$10.00** to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.
- 1.8.8 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "Commerce Department Office of Economic Opportunity (OEO)" Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 02-05".

or

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 6 32
		FIRM NAME (Must be filled in)	

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 _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 7 32
		FIRM NAME (Must be filled in)	

1.8.10 Bidder agrees that any literature to be submitted with the bid is for verification of qualifications, products or services only. Any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

1.8.11 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 five (5) calendar days** after the scheduled Mandatory Pre-Bid Meeting referenced in Section 1.10 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. Exceptions taken **DO NOT** obligate the City to change the specifications.

The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.

1.9 **BIDDER QUALIFICATION:**

A. Bidders will be required to demonstrate that they are responsible and capable of performing the services to be performed under the contract, and that they have the necessary expertise, equipment, site, labor and financial resources to perform the services in a proper and satisfactory manner, in accordance with these bid specifications and the contract documents.

Each bidder must submit with its bid a specific statement (hereinafter referred to as the 'Qualification Statement') containing the information set forth in subparagraph B below. If the Qualification Statement reveals that a bidder is not sufficiently equipped or qualified to enter into or perform the contract, such bidder will be ineligible for contract award.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 8 32
		FIRM NAME (Must be filled in)	

B. All Qualification Statements submitted by bidders in accordance with subparagraph A above should address each of the following requested items in the order as presented below. To the extent permitted by law, the City will retain in confidence all financial and other information contained in the Qualification Statement that is clearly identified by the bidder to be "proprietary."

- (1) A description of past experience, particularly experience directly or indirectly related to the receiving, processing of commingled glass, plastic containers (HDPE #1 and PET #2), aluminum, steel and bi-metal food and beverage containers, steel paint cans, steel aerosol cans, and Newspaper, Mixed Paper, and Old Corrugated Cardboard (OCC).
- (2) A statement of previous use and/or marketing experience including experience specific to the Philadelphia region, regarding glass, plastic containers (HDPE #1 and PET #2), aluminum, steel and bi-metal food and beverage containers, steel paint cans, steel aerosol cans, and Newspaper, Mixed Paper, and Old Corrugated Cardboard (OCC).
- (3) A description of past experience directly related to the processing of "single-stream" recyclable materials, to include all items listed in 2.1.1(A)(B)(C).
- (4) An indication of past and current contracts that would illustrate bidder's ability to perform and deliver the services required herein.
- (5) Technical qualifications, including description of processing facility or receiving site (if other than the processing site), processing or use capabilities, work force, equipment and facilities. Information should provide sufficient detail so that the design capacity and performance expectations of the various components and the overall system can be evaluated, including information pertaining to traffic pattern for collection vehicles off-loading, total time for collection vehicle to complete all functions from arrival to departure, process flow for Recyclable materials and amount of storage capacity.

NOTE: If vendor intends to receive City Recyclables at a receiving site and then to transfer this material to another location for processing use and/or marketing, the vendor must state the name of the business to whom this material will be transferred and state the address to which the material will be transferred.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 9 32
		FIRM NAME (Must be filled in)	

- (6) The vendor must certify that the maximum total waiting/tipping time from time of arrival at the Contractor's processing facility or receiving site, to time of final departure from said facility or receiving site does not exceed one-third hour (20 minutes) per truck.
- (7) A geographical map that specifically identifies the location of the bidder's processing facility or other receiving site (s), as being within the geographical boundaries of the City of Philadelphia.
- (8) A financial profile, including copies of financial statements for at least the last two years certified to be true and correct by an authorized representative of the bidder.
- (9) Management plan, including organizational format, lines of authority and communication, and division of responsibility. Also discuss bidder's capability to meet the **June 30, 2010** full operational inspection criteria deadline as described in the specifications and Bid document.

- C. All statements, commitments and other representations contained in the successful bidder's Qualification Statement and any materials or information submitted in connection therewith, shall be binding upon the successful bidder.
- D. The Procurement Commissioner reserves the right, in his or her sole discretion, to request any information inadvertently omitted from a bidder's Qualification Statement or to request clarifications or supplemental information relating to the information submitted.

1.10 MANDATORY PRE-BID MEETING

A **MANDATORY PRE-BID MEETING** for all interested parties will be held on **Tuesday, March 9, 2010 at 12:00 PM** in Room 170A, Bid Room, Municipal Services Building, 1401 JFK Blvd. Philadelphia, PA 19102.

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 10 32
		FIRM NAME (Must be filled in)	

Attendance at this Pre-Bid Meeting is Mandatory. Only bidders who attend the Pre-Bid Meeting and are subsequently qualified by the City will be eligible for award.

SECTION 2: SPECIFICATIONS

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's **STREETS** Department with **INTERMEDIATE PROCESSING SERVICES** as listed in Sections 2 and 5 of this Invitation and Bid.

2.1.1 General Information

The Commissioner of the Procurement Department (the 'Procurement Commissioner'), on behalf of the Philadelphia Streets Department (hereinafter called the 'Department'), invites bids from qualified Contractors to provide all facilities, equipment, labor and services, required to receive, process, use and/or market for recycling all of the following:

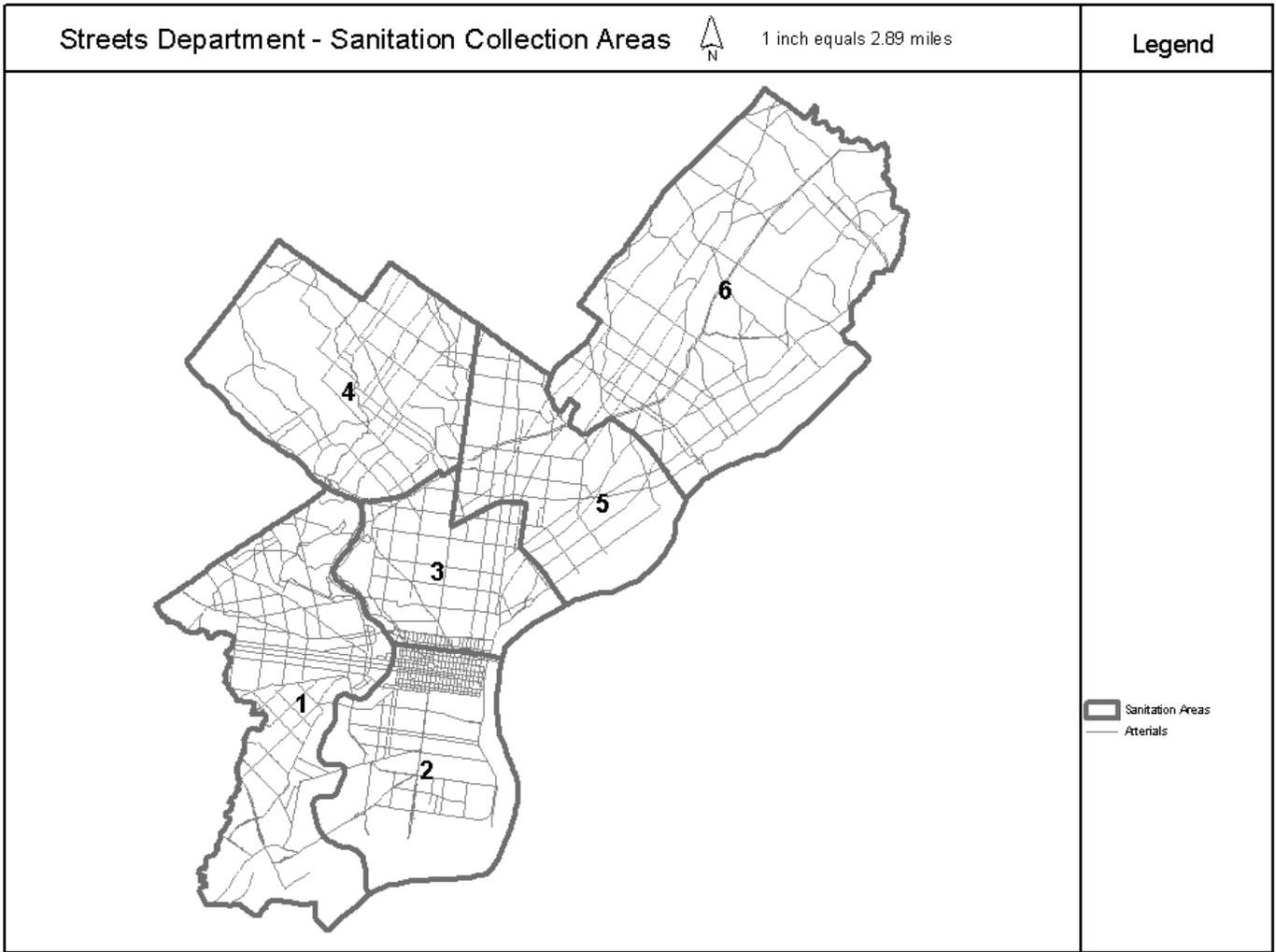
- A. Single Stream Materials collected in a consolidated load as "Single Stream" material: glass, plastic (HDPE #1 and PET #2), aluminum, steel and bi-metal food and beverage containers, steel paint cans and steel aerosol cans, newspaper including inserts; mail; envelopes; telephone books; magazines; catalogs; packaging such as cereal boxes; gift boxes; office paper; school paper and stationery, old corrugated cardboard (OCC) and may include the addition of #3 - 7 plastic containers, at the City's sole discretion.
- B. OLD CORRUGATED CARDBOARD (OCC) collected and delivered separately as a consolidated load.
- C. Mixed Office Paper requiring certification of confidential destruction (delivered material must either be shredded or pulped immediately upon delivery, with an appropriate representative of the City of Philadelphia present at the time of delivery through destruction), collected and delivered separately as a consolidate load.

2.2 GEOGRAPHICAL AREAS OF COLLECTION

Materials outlined in Section 2.1.1 above will be collected by a City Department or Agency. Materials collected curbside by the Streets Department will be from the separate geographical areas of the city (see below map in Section 2.2.1) and will be delivered to the successful bidder's off-loading location(s) in accordance with the conditions outlined in this bid document.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 11 32
		FIRM NAME (Must be filled in)	

2.2.1 Geographical Map



INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 12 32
		FIRM NAME (Must be filled in)	

2.3 The Recyclables will be collected by the City or authorized representative and delivered to the processing facility or other receiving site of the successful bidder(s) for appropriate upgrading, processing, use and/or marketing.

2.4 DISPUTES

Any dispute arising under the contract shall be decided by the Commissioner of the Streets Department ('Streets Commissioner') or her designated representative who shall reduce her decision to writing, mail or otherwise furnish a copy thereof to the Contractor. The decision of the Streets Commissioner or her designated representative shall be final and binding.

2.5 DEFAULT

- A. (1) If Contractor shall become or be declared insolvent, or make an assignment for benefit of creditors, or if proceedings are commenced for appointment of a receiver for Contractor, or if proceedings for arrangement, reorganization, or composition of creditors under any laws be instituted by or against Contractor, or
- (2) If Contractor is not fully operational, as determined by the City in its sole discretion by 9:00 AM on June 30, 2010, or
- (3) If Contractor refuses or fails to perform any other part or portion of its obligations under the contract and does not remedy such breach to the satisfaction and approval of the Streets Commissioner within ten (10) days (or twenty-four (24) hours in the event of an emergency as determined by the City) after receipt of written notice specifying the nature of such breach, the City may, at its option, immediately declare Contractor in default.
- B. In the event of any default by the Contractor hereunder, the City may, in addition to any other rights or remedies the City may have under any statute or at common law or under any bond filed by Contractor all of which are reserved to the City, terminate the contract and solicit bids (if circumstances will allow) and award a new contract, in which case the Contractor shall be liable to the City for all loss (including loss of revenue), cost, expense, or damage suffered or incurred by the City by reason of the Contractor's default.
- C. Termination of the contract shall not affect Contractor's obligation to pay the City in full for all amounts Contractor may be liable for hereunder.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 13 32
		FIRM NAME (Must be filled in)	

2.6 FORCE MAJEURE

In the event that either of the parties shall be prevented or delayed from performing any obligations under the contract by reason of acts of God, war, fire, epidemic, civil disturbance, strike, flood, earthquake, interference by a civil or military authority, unusually severe weather, or any other cause beyond its or their control affecting the carrying out of the contract in the ordinary course of business, such party shall not be liable by reason thereof.

2.7 THE CONTRACT

- A. The contract under which services will be provided shall consist of these bid specifications. The contract shall become binding upon the formal acceptance of Contractor's bid by the Procurement Commissioner.
- B. The contract sets forth all the promises, agreements, conditions and understandings between City and Contractor, and there shall be no promises, agreements, conditions, or understandings, either oral or written between them other than those that are set forth in the contract. Unless provided for in the contract, no subsequent alteration, amendment, change or addition to the contract shall be binding upon City or Contractor unless reduced to writing and signed by them.
- C. The failure of the City to insist upon strict performance of any one or more of the provisions of the contract shall not be construed as a waiver of that or any other provision, or as a waiver of any claim the City has to damages or for other relief due to any prior or subsequent breach or with respect to termination.
- D. The contract shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

2.8 CONTRACT SERVICES

- 2.8.1 The Contractor, while providing all the facilities, equipment, labor and services necessary to receive, process, use and/or market delivered Recyclables, shall be responsible for satisfying the following requirements at all times during the Term of the Contract:
- 2.8.2 The Contractor shall be obligated to accept (and, if the contract awarded requires payments to the City, purchase in accordance with the purchase and payment terms as set forth herein) all Recyclables collected and delivered to the Contractor's processing facility or other receiving site.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 14 32
		FIRM NAME (Must be filled in)	

2.8.3 The exact quantity, quality, mix or percentage of Recyclables to be delivered under the contract cannot be guaranteed and is unknown. Historic quantities of recyclable materials collected by Sanitation Area for Fiscal Year 2009 are provided below:

Area 1: 8,777 tons
Area 2: 12,849 tons
Area 3: 6,933 tons
Area 4: 14,070 tons
Area 5: 9,037 tons
Area 6: 21,820 tons
Other: 1,000 tons
Confidential Paper: 280 tons

Note: This Contract will permit other City Departments and Agencies to deliver recyclable materials.

2.8.4 The Recyclables will be taken to the Contractor's processing facility or other receiving site in an "as picked up" condition to be deposited in a physical location adequate to receive such Recyclables; no processing, bundling, or baling will be done by the Department or the City.

All processing and/or other operational cost incurred upon or after delivery of Recyclables to the processing facility or the receiving site shall be the obligation of the contractor. No adjustment shall be allowed for the moisture content due to inclement weather conditions.

The Recyclables delivered to the Contractor under this contract shall be accepted by Contractor "as is" without warranty (express or implied) of any kind, and Contractor shall handle the same at its own risk and shall be responsible for the proper disposal of any and all contaminants or residuals. When bidding on this contract, the bidder is encouraged to consider possible cost of contaminant and residuals disposal and to adjust for this contingency in the bid. The City shall make reasonable educational efforts to insure that only Recyclables as listed above in Section 2.1.1 are brought to the Contractor's processing facility or other receiving site. The City will take reasonable steps to discourage the delivery of non-designated Recyclables and other materials through its public education and training campaign, which shall inform residents and collection crews not to place such waste in with Recyclables.

The City shall cause its agents including, but not limited to, crews collecting and delivering Recyclables to perform their services in a responsible and efficient manner.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 15 32
		FIRM NAME (Must be filled in)	

It is the intent of the City to deliver the Recyclables on the same day they are collected. However, no guarantee is made as to when deliveries will be made to the Contractor after material has been collected.

- 2.8.5 The Contractor shall maintain certified weigh scales at the processing facility or other receiving site, calibrated in accordance with procedures established by the applicable State and Local authorities, to weigh vehicles delivering Recyclables to said facility or site.

The Contractor shall be required to have the weight scales certified at any time but no more often than once a month. The Contractor shall furnish evidence of a maintenance agreement for the scales providing thirty (30) day inspection and service maintenance. All costs and expenses associated with the installation, inspection, certification, and maintenance of the weight scales shall be borne exclusively by the Contractor.

Each loaded vehicle shall be weighed upon entering the Contractor's processing facility or other receiving site and weighed after tipping each separate category of Recyclable materials.

- 2.8.6 Contractor shall give the City priority consideration in weighing and off-loading operations. The maximum total waiting/tipping time from arrival at the Contractor's processing facility or receiving site, to departure from said facility or receiving site, is not to exceed one-third hour (20 minutes) per truck. The information called for in Section 2.8.7 shall be recorded on a weigh slip. A copy of the completed weigh slip shall be presented to the truck driver delivering said load at the time of departure from the Contractor's processing facility or other receiving site.

- 2.8.7 In addition to the requirements set forth in the preceding sentence, the Contractor shall be required to generate a computer file for the transactions of each day which shall include the following information, in the following order: Facility code, sequential ticket number, agency code, vehicle number, commodity code, source code, gross vehicle weight (in pounds), date in, time in (military), tare vehicle weight (in pounds), date out, time out (military), and other codes as may be required by the City in the future. This information shall be transmitted to the City by electronic mail on a daily basis as a comma delimited text file or other format designated by the City. With reasonable notice, the City may require that additional information be provided.

To ensure accuracy of the data transmission, the computer file shall be generated electronically from the weigh scale.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 16 32
		FIRM NAME (Must be filled in)	

Daily reports for the prior day should be transmitted to the City by 12:00 noon each day that the contractor is required to accept recyclables. If the City has delivered recyclables to the designated processing facility on a Saturday, the contractor shall provide the Friday and Saturday reports on the following Monday by 12:00 noon. In the event that it is not possible to transmit the data electronically on a given day, the contractor shall notify the appropriate representative of the Streets Department by telephone or electronic mail prior to 12:00 noon of that day.

2.8.8 Recyclables will be collected and hauled to Contractor's processing facility or other receiving site by the City in accordance with existing collection policies and practices and any changes thereto which may be made by the City from time to time during the contract. The City may make changes to its collection policies and practices whenever the City determines a change to be in its best interests. The processing facility or other receiving site shall be available to receive City collected Recyclables Monday through Friday from 6:00 A.M. until 7:00 P.M. Recyclables shall be accepted during the same hours on Saturday at the City's sole option when:

- (1) A City holiday falls on a weekday (Monday through Friday), or
- (2) A special event or circumstance (as determined by the City) occurs on or before a Saturday, which will require the delivery of Recyclables to the Contractor's processing facility or other receiving site on Saturday. In exercising its option to deliver Recyclables on a Saturday, the City will notify the Contractor before 4:00 PM of the Thursday preceding that Saturday when Recyclables will be delivered.

2.8.9 Contractor will provide or act as a recycling market outlet for the Recyclables during the term of the contract regardless of market fluctuations. Under no circumstances shall Contractor landfill, burn, or convert for burning, the Recyclables. However, the City will consider energy recovery as a market option for #3 - #7 plastics. If this option is used as a market, City approval is required. Contractor will provide evidence that the Recyclables have been used, or marketed for use for legitimate recycling purposes (e.g. reuse, use in manufacture of a new product), upon request of the City. Contractor will not store or warehouse materials in violation of health and safety standards and shall conform to all the requirements of the City Department of Licenses and Inspections, the City Department of Health and the Pennsylvania Department of Environmental Protection.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 17 32
		FIRM NAME (Must be filled in)	

2.8.10 Contractor will make available restroom facilities at the off-loading facility for use by City collection crews.

2.9 FORM OF BIDS

Prior to determining the per ton bid prices, each bidder should consider actual costs of processing, transportation, contamination/residue disposal, wages, market fluctuations, expected profits and other issues pertinent to the bidder's business plan.

2.10 MONTHLY PAYMENT

2.10.1 For the purpose of monthly payment or invoicing during the Term of the Contract, a single payment or invoice covering all materials shall be submitted based on the quarterly price adjustment, as described below. The single payment or invoice shall be for the net amount.

2.10.2 During the Term of the Contract, market changes may cause the net monthly amount due to fluctuate between positive and negative dollar figures, allowing for payment to the City by the Contractor or payment to the Contractor by the City. Positive dollar amounts must be paid to the city within thirty (30) days following the end of the previous month; and the Contractor will not be allowed to balance one month's payment against another month's invoice unless a waiver is approved in writing by the Department's Contract Manager.

2.11 PRICE/PAYMENT ADJUSTMENT

2.11.1 The successful bidder's per ton bid prices shall remain fixed through September 30, 2010. Thereafter, the bid prices shall be subject to index adjustments in accordance with the following provisions:

2.11.2 The per ton bid prices may change for the second quarterly period (three months) beginning October 1, 2010 and for each quarterly period thereafter as a response to overall market changes. The determining factors for change will be based on a specific formula and index rates as described below. The Streets Department Recycling Office will do an analysis of market conditions. Overall market changes upwards or downwards will allow the price per ton to be adjusted accordingly. The Streets Department Recycling Office will use the following references, formulas and index to perform the scheduled analysis of market prices:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 18 32
		FIRM NAME (Must be filled in)	

2.11.3 The Reference Sources

The reference source for prices of individual commodities shall be the prices quoted at WasteNews.com and Pulp and Paper Week.

2.11.4 Should these references become unavailable, or provide inadequate data for drawing appropriate quarterly pricing information, other similar references will be designated by the City. Judgments made as to the most appropriate reference sources shall be at the sole discretion of the City. The issue of Pulp and Paper Week used shall be the issue referencing prices for the last month of the prior quarter. For example, for the first quarterly adjustment period, July 1, 2010 to September 30, 2010, the last issue referencing prices for the month of June 2010 shall be used. The prices quoted during the last month of the prior quarter

2.11.5 Where prices are reported as being either from "processors/dealers" or from "consuming mills," "consumers," or other similar wording, the prices used shall be those from "processors/dealers." Designations concerning "buyer's dock" and "seller's dock" in the reporting of prices shall be ignored.

2.11.6 The Index Rate from WasteNews.com shall be based on an average of prices given for the New York, Chicago, and Atlanta regions of the United States. If data are not available for these three regions, the City may choose to use an alternate reference region for that particular commodity.

2.11.7 For glass, prices will be calculated separately for clear (fling), brown (amber), and green (emerald) glass, if available. If prices for the three colors are not reported separately, the overall glass price will be used and an adjustment will be made based on the average differential between the price given for each color of glass and the overall glass price (or an average of the three colors, if an overall price was not given) using the three most recent prior issues of the publication in which the applicable prices appeared.

2.11.8 For #3-#7 Plastics, the WasteNews.com Mixed Plastic pricing will be used based on an average of the New York, Chicago and Atlanta regions.

2.11.9 The Index Rate (see Para 2.13.2) for Newspaper/Mixed Paper/OCC shall be based on an average of News (6) prices given for the New York, Chicago and Atlanta regions designated in Pulp and Paper Week. If the data are not available the City may choose to use an alternative reference source for that particular commodity.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 19 32
		FIRM NAME (Must be filled in)	

2.11.10 If the reference source(s) provide a range of possible prices for a commodity, rather than on specific price, the City will use an average of the low and high ends of the range.

2.11.11 In all other cases of inconsistency of data, the City will use those prices from WasteNews.com, Pulp and Paper Week or any other reference source(s) providing for the greatest possible consistency, making adjustments where possible based on average differentials between types of data.

All decisions concerning the appropriateness of particular prices used in the calculation of the Index Rates, as described in the preceding paragraphs, shall be at the sole discretion of the City.

2.12 THE FORMULA

Using the above stated sources, an average market price for each commodity will be calculated. This price will be multiplied by the commodity's assigned weight percentage (as set forth below) and all resulting figures will be added together to form the Index Rates. Commingled Containers represent 34% of each ton delivered and Newspapers, Mixed Paper and Corrugated Cardboard represent 66% of each ton delivered.

2.13 THE BASE INDEX RATES

2.13.1 The Base Index Rates from which all quarterly market price changes and resulting contract price adjustments are derived will be provided at the Pre-Bid Meeting and in an addendum following the Pre-Bid Meeting. The Example Base Index Rates listed below are provided for demonstration purposes only. They will not have any bearing upon quarterly price adjustments nor will they have any bearing at all upon the selection of a bidder for award of this contract.

2.13.2 The City in no way warrants or guarantees any of the figures listed below. Market prices and assigned weight percentages are being used for comparative purposes only and represent the composition of materials after residual materials are removed. The split between Commingled Containers and Newspaper, Mixed Paper and Corrugated Cardboard is 34% and 66% respectively per each ton of Single Stream materials delivered. Following the completion of the City's waste composition study, the City reserves the right to adjust these percentages prior to the contract start date. Market prices listed below are based on data contained in the November 2009 issue of WasteNews.com, and the November 2009 issue of Pulp and Paper Week.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 20 32
		FIRM NAME (Must be filled in)	

Single Stream Indexing Table
Commingled Containers
(SAMPLE)

Item	Average Price	Percent	INDEX
Clear glass	\$17.50	25%	4.38
Brown glass	\$8.00	25%	2.00
Green glass	\$3.83	10%	0.38
Aluminum	\$1,100.00	3.3%	36.30
Steel cans & bi-metals	\$75.33	10%	7.53
PET plastics	\$212.00	10%	21.20
Natural HDPE plastic	\$493.00	8.4%	41.41
Colored HDPE plastics	\$298.00	8.3%	24.73
INDEX FIGURE			137.93
		(X) 34%	46.90

Single Stream Indexing Table
Newspapers, Mixed Paper and Old Corrugated Cardboard
(SAMPLE)

Item	Average Price	Percent	INDEX
Newspaper	\$49.17	45%	22.13
Old corrugated cardboard	\$70.83	55%	38.96
INDEX FIGURE			61.09
		(X) 66%	40.32
Combined Index Figure			87.22

Single Stream Indexing Table
Commingled Containers and #3-#7 Plastics
(SAMPLE)

Item	Average Price	Percent	INDEX
Clear glass	\$17.50	23.5%	4.11
Brown glass	\$8.00	23.5%	1.88
Green glass	\$3.83	9.0%	0.35
Aluminum	\$1,100.00	3.1%	34.10
Steel cans & bi-metals	\$75.33	9.6%	7.23
#3-#7 Plastics	\$2.00	6.6%	0.13
PET plastics	\$212.00	9.4%	19.93
Natural HDPE plastic	\$493.00	7.8%	38.45
Colored HDPE plastics	\$298.00	7.8%	23.24
INDEX FIGURE			129.42
		(X) 34%	44.00

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 21 32
		FIRM NAME (Must be filled in)	

2.14 HOW INDEXING WILL BE APPLIED

2.14.1 For the first quarterly price adjustment period and for each quarterly price adjustment period thereafter, a New Index Rate for Commingled Containers, and New Index Rate for Newspaper/Mixed Paper/OCC will be calculated. The New Index Rates will be compared to the respective Base Index Rates to be provided at the Pre-Bid Meeting and in an addendum following the Pre-Bid Meeting. The contract price per ton for that material will be modified by seventy-five percent (75%) of the change.

2.14.2 For example, suppose the winning bid for Single Stream Materials is a payment of \$25.00 per ton by the Contractor to the City. Given an example Base Index Rate of 87.22 per ton and the New Index Rate is 85.00 per ton at the time of the first quarterly price adjustment. This is a decrease value of \$2.22 per ton. The Contract payment for Single Stream Materials would then be modified by 75% of \$2.22 or \$1.67, resulting in a payment of \$23.33 per ton for Single Stream Materials by the Contractor to the City for that entire quarter.

2.14.3 During the subsequent quarterly price adjustment periods, two indexing charts shall be used. One chart will reflect a Single Stream pricing structure, while a second indexing chart may be substituted to reflect Single Stream Materials with #3 - #7 Plastics pricing structure. Separate pricing is requested for mixed confidential paper requiring destruction. The Newspapers, Mixed Paper and Corrugated Cardboard indexing chart shall be applied. Pricing for Corrugated Cardboard will be based upon the rate for only this item. The City will notify the successful contractor(s) in advance of the indexing chart that will be applied, and adjustments will be made to the original per ton contract prices accordingly.

2.15 PAYMENT/INVOICING PROCEDURES

2.15.1 If in any calendar month the bidder is required to make payment to the City, Contractor shall submit certified weight slips and payments in date order, to the City within ten (10) days, after the end of the calendar month. Payment should be made out to the City of Philadelphia. Payment and weigh slips are to be sent to: Streets Department's Recycling Office (or City Department/Agency authorized to use this contract), Room 730, MSB, Philadelphia, Pennsylvania 19102.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 22 32
		FIRM NAME (Must be filled in)	

The certified weigh slips shall show date, vehicle's gross weight, tare weight and net weight by separate categories of Recyclables for each truckload of Recyclables delivered during the prior month period, truck identification numbers, time of truck arrival and departure. Also, a monthly statement, on company letterhead showing daily totals for each material for the entire month and amount of payment made must accompany weigh slips and payment.

- 2.15.2 If in any calendar month there is no payment due to the City and no payment due to the Contractor (i.e. zero exchange of money), Contractor shall submit all certified weigh slips and in date order, to the City within ten (10) days after the end of the calendar month. Weigh slips showing all information as listed above in 2.8.7 are to be sent to the Streets Department's Recycling Office or City Department or Agency authorized to use this Contract. Also a monthly statement, on company letterhead showing daily totals for each material for the entire month and that no payment is due to either the Contractor or the City, must accompany weigh slips.
- 2.15.3 If in any calendar month the City is required to make payment to the Contractor, Contractor shall submit all invoices and certified weigh slips in date order, to the City within ten (10) days after the end of the calendar month. Invoices and weigh slips, showing all information as listed above in 2.8.7 shall be sent to the Streets Department's Recycling Office or City Department or Agency authorized to use this Contract. Also a monthly statement, on company letterhead showing daily totals for each material for the entire month and the amount the City is required to pay to the Contractor must accompany weigh slips.
- 2.15.4 Failure of Contractor to make payments, if applicable, within the prescribed time period shall constitute a substantial breach of the contract permitting the City to suspend deliveries until such breach is cured and/or to declare Contractor in default and proceed in accordance with Para. 2.5 of these bid specifications.
- 2.15.5 In the event that bidder is awarded more than one City contract, payment/invoice procedures for each contract must be kept separate and distinct from all other contracts.
- 2.15.6 All weigh slips, payments and monthly statements shall be conveyed to the Streets Department Recycling office or City Department or Agency authorized to use this Contract via a guaranteed next day delivery service.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 23 32
		FIRM NAME (Must be filled in)	

2.16 PROCESSING/RECEIVING SITE

- 2.16.1 **All material receiving facilities to be used for processing or transfer of recyclables under this bid must be located within the geographical confines of the City of Philadelphia.**
- 2.16.2 An award of this bid will factor travel time from the geographic center-point in each collection area, determined by the City of Philadelphia's GIS system, to the apparent bidder's processing facility or other receiving site as a calculation (paragraph 3.2). The City reserves the right to verify the GIS time and distance calculations by conducting two weekday test runs performed by City personnel in City vehicles. The Procurement Commissioner reserves the right, in his sole discretion, to waive minor informalities or technical defects in the bids received. The Procurement Commissioner also reserves the right to reject any and all bids.
- 2.16.3 Contractor must be able to demonstrate to the City's full satisfaction that the Contractor's processing facility and/or receiving site (if other than the processing facility) are fully operational (i.e. ready to receive the Recyclables for processing, use and /or marketing) by 9:00 am June 30, 2010.

2.17 LAWS, REGULATIONS/PERMITS/AND TAXES

- A. Contractor shall have and maintain, at its own expense, all licenses, registrations, permits and authorizations necessary for the receiving, purchasing and processing of Recyclables. Contractor shall perform all of its obligations hereunder in accordance with any and all requirements of the constituted public authorities and with all Federal, State, City and Local laws and ordinances (including but not limited to, the Fair Practices, Chapter 9-1100 of The Philadelphia Code) and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies now or hereafter in effect.
- B. Contractor shall pay any and all Federal, State, City and Local taxes, fines, penalties and assessments arising out of the operation of Contractor's business pursuant to the contract.
- C. The contract shall be governed by and interpreted in accordance with the Philadelphia Home Rule Charter and the laws of the Commonwealth of Pennsylvania.
- D. If any provision of the contract is found to be illegal or unenforceable, then, notwithstanding such provisions, the contract shall remain in full force and effect and such offensive provision shall be deemed stricken.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 24 32
		FIRM NAME (Must be filled in)	

2.18 INDEPENDENT CONTRACTOR

The contract does not make the Contractor (or any of the Contractor's officers, agents, employees or subcontractors) an employee, agent or legal representative of the City for any purpose whatsoever, and Contractor acts as an independent contractor and is not granted any right or authority to assume or create any obligation, duty or responsibility, express or implied, on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

2.19 RECORDS

Contractor shall keep full and complete books of account and other records relating to this contract and in so doing shall comply with the minimum procedural requirements prescribed by the City. In order to verify Contractor's compliance with the terms and conditions of this contract, the City, through its duly authorized representative, shall have the right to inspect and audit Contractor's books of account and other records at all reasonable times during normal business hours. Contractor shall retain all records for a period of five (5) years after the expiration of the Term and shall make said records available to the City in the City of Philadelphia.

2.20 ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer or encumber the contract, or any part thereof, without the prior written approval of the City.

2.21 NOTICE

Notices provided for herein shall be sufficient if sent by certified mail, postage prepaid, for Contractor at the address listed in the bid submitted by the Contractor and for the City, addressed to Streets Commissioner, Philadelphia Streets Department, 7th Floor, Municipal Services Building, Philadelphia, Pennsylvania 19102 (with copy to: Deputy Procurement Commissioner in Charge of Concessions, Procurement Department 1st Floor, MSB, Philadelphia, Pennsylvania, 19102), or to such other respective addresses as the parties may, from "time to time", designate to each other in writing.

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:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 25 32
		FIRM NAME (Must be filled in)	

- (i) improper bid security
- (ii) improper bid execution
- (iii) incompleteness
- (iv) offering counter terms and conditions
- (v) improper or incomplete execution of OEO documents (if applicable)

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

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

3.2 AWARD

3.2.1 This Invitation and Bid shall be awarded in whole or in part based upon the following:

3.2.2 For the purposes of determining the winning bid price received only, in accordance with these bid specifications for each of the recyclable streams outlined in Section 2.1.1 above, the City will subtract a dollar value of \$.40 for each minute of driving time from the center-point of each Sanitation Area, as listed in Section 2.2 above, to the proposed facility location. The bid evaluation will be applied in the following fashion:

3.2.3 A bid price which is a payment by the vendor to the City will be represented by a positive number. A bid price which is a payment by the City to the vendor will be represented by a negative number.

Example: There are six distinct areas outlined in Section 2.2.1 above. Suppose a certain bidder is located thirty (30) minutes from area one, twenty (20) minutes from area two, five (5) minutes from area three and fifteen (15) minutes from area four, five and six. The bidder's bid is \$30/ton for single stream material. This value is then subtracted (if the bid price is positive) to the time and distance calculation for each area.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT	BID NUMBER S1YL6690	PAGE OF 26 32
	PHILADELPHIA, PA 19102 - 1685	FIRM NAME (Must be filled in)	

COMPARISON BID FOR REGION 1	(\$30.00 - (30 X \$.40))	EQUALS	\$18.00
COMPARISON BID FOR REGION 2	(\$30.00 - (20 X \$.40))	EQUALS	\$22.00
COMPARISON BID FOR REGION 3	(\$30.00 - (5 X \$.40))	EQUALS	\$28.00
COMPARISON BID FOR REGION 4	(\$30.00 - (15 X \$.40))	EQUALS	\$26.00
COMPARISON BID FOR REGION 5	(\$30.00 - (15 X \$.40))	EQUALS	\$26.00
COMPARISON BID FOR REGION 6	(\$30.00 - (15 X \$.40))	EQUALS	\$26.00

The comparison bid numbers are used only for the purposes of awarding the contract for each region among the bidders to account for the cost to the City of longer travel times for off-loading. Actual monies paid to the City will be the actual bid price from the successful bidder, not the comparison bid prices.

For bid comparison purposes only, the prices bid for each item in Sections 2.1.1 will be adjusted downward at a value of negative forty cents (-\$.40) for each minute travel time from the center point of the geographical area to the off-loading facility proposed, and these bid prices will be used as the basis for selection of the successful contractor.

3.2.4 The combined price is calculated solely for the purpose of determining the highest responsible bidder for all Recyclables.

3.3 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.

However, should the total award amount exceeds \$500,000, the Master Performance Security Program does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.2.1 and 1.2.2 shall apply.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 27 32
		FIRM NAME (Must be filled in)	

3.4 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.

3.5 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 28 32
		FIRM NAME (Must be filled in)	

3.6 INDEMNITY

Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, suits (including but not limited to suits and claims involving the infringement or violation of patents, copyrights or other proprietary rights), liabilities, judgments, costs and expenses which may in any way accrue against the City as a result of Contractor's receiving, purchasing, processing, use and/or marketing of Recyclables, or in consequence of the granting of the contract or which may in anyway result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, or of the subcontractor, or its employees, if any, or the City of Philadelphia, or its employees, and the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance security or insurance protection required by the contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnity, keep and save harmless and defend the City as herein provided.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that 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

If payment is due to the vendor, invoices shall be processed in full upon receipt of invoices by the City. If payments are due to the City, the vendor must make payments on a monthly basis if full for all amounts due to the City for the preceding month's deliveries of recyclables.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 29 32
		FIRM NAME (Must be filled in)	

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

4.1.4 **ADD-ONS:**
The City reserves the right to add, delete and/or acquire other types of Intermediate Processing 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 services as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 30 32
		FIRM NAME (Must be filled in)	

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

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

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

4.2.7 RECYCLED MATERIALS REPORT

For purposes of Commonwealth of Pennsylvania Department of Environmental Protection grant audit requirements, the successful bidder will be required, on an annual basis, to furnish to the City of Philadelphia Streets Department Recycling Office, Attn: Grant Manager, a single report stating separately the total tons of recovered recyclable materials (as defined in Section 2.1.1) received from the City during the calendar year prior to the report. The report must provide information specific to each of the categories covered in Section 2.1.1, and be received by the Streets Department Recycling Office on or before March 31 of each year during the term of the contract and during any extensions to the contract. For example, reports due on or before March 31, 2011 will contain tonnage information for the period from July 1, 2010 to December 31, 2010, and on a yearly basis from then on throughout the term of the contract. The report must be written on company letterhead, must state the calendar year covered and contract number and must contain the authorized signature of a company official and the title of this authorized company official. If the vendor has more than one Intermediate Processing Services contract for household recyclables the tonnages received from all these contracts may be provided on one report.

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 31 32
		FIRM NAME (Must be filled in)	

SECTION 5: PRICING

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

NOTE: Bidders must bid on 5.1.1. Quotes under 5.1.4 are being solicited in the event the City modifies its household collection program to handle single stream recyclables collection during the contract period. Bids are being solicited under 5.1.2, 5.1.3 in order to support current or future recycling operations entered into by the Philadelphia Streets Department.

5.1.1 Single Stream Material: 20313-001-025

Price to be paid by the Contractor to the City or to be paid by the City to the Contractor for each short ton (2000 pounds) for delivery of Single Stream Materials

\$_____ per ton to be paid by the Contractor to the City

OR

\$_____ per ton to be paid by the City to the Contractor

Please insert exact address of bidder's processing facility or other receiving site.

5.1.2 Old Corrugated Cardboard: 20313-001-026

Price to be paid by Contractor to the City or to be paid by the City to the Contractor for each short ton (2000 pounds) of old corrugated cardboard (OCC).

\$_____ per ton to be paid by the Contractor to the City

OR

\$_____ per ton to be paid by the City to the Contractor

Please insert exact address of bidder's processing facility or other receiving site.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6690	PAGE OF 32 32
		FIRM NAME (Must be filled in)	

5.1.3 **Mixed Office Paper: 20313-001-027**

Price to be paid by the Contractor to the City or to be paid by the City to the Contractor for each short ton (2000 pounds) of Mixed Office Paper requiring confidential destruction.

\$_____ per ton to be paid by the Contractor to the City

OR

\$_____ per ton to be paid by the City to the Contractor

Please insert exact address of bidder's processing facility or other receiving site.

5.1.4 **Single Stream Materials w/#3 - #7 Plastics: 20313-001-032**

Price to be paid by the Contractor to the City or to be paid by the City to the Contractor for each short ton (2000 pounds) of All Recyclable Single Stream Materials with #3 - #7 Plastics.

\$_____ per ton to be paid by the Contractor to the City

OR

\$_____ per ton to be paid by the City to the Contractor

Please insert exact address of bidder's processing facility or other receiving site.

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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



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

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

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

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

Mail Request To:

The Procurement Department Public Information Unit

Attention: Bid Results

1401 JFK Blvd.

Room 170B

Philadelphia, PA 19102

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2009 – June 30, 2010

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2009 to June 30, 2010**, complete the enclosed application and return it with a check for **\$120.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2009– 2010** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/09 to 6/30/10
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

EVALUATION AND AWARD

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

8. RESPONSIVENESS. Subject to the right of the Procurement Commissioner to waive non-responsiveness 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 non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material to the Invitation and Bid or that a waiver of the non-responsiveness 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 non-responsiveness shall be final and any bid rejected as non-responsive shall not be eligible for contract award.

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

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

responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

TAX MATTERS

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

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

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

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

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

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

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

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

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

GENERAL INFORMATION

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

25. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor 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.

TERMS AND CONDITIONS OF BIDDING AND 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 in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. 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 Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

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

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

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

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

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

SIGNING OF BIDS:

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

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)