

**BID OPENING DATE AND TIME****On: OCTOBER 6, 2010****T: 10:30 A.M.**

<b>BID NO.</b>  <b>S1Z56970</b>	<b>PAGE</b> <b>1</b> <b>OF</b> <b>37</b>	<b>INVITATION AND BID</b>  <b>ADVERTISED</b>	<b>BIDDER MUST</b> <b>COMPLETE BELOW</b>  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.		  <b>CITY OF PHILADELPHIA</b> <b>PROCUREMENT DEPARTMENT</b> MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	<b>NAME AND ADDRESS OF FIRM</b>
<b>DEPARTMENT</b> <b>VARIOUS</b>	<b>DIVISION</b>		Federal EIN/Social Security Number
<b>AWARDED</b>			<b>BUYER; J. MANTON</b> <b>J. WASHINGTON</b>
<b>DATE</b> FOR THE PROCUREMENT COMMISSIONER			

**TITLE OF BID: RECYCLING OF LAMPS & FLUORESCENT LAMP BALLAST****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 Enterprises<sup>1</sup>*

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

REVISED 2-2009 OEO

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

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**SECTION 1: GENERAL BID SUBMISSION**

1.1 **TITLE: RECYCLING of LAMPS and FLUORESCENT LAMP BALLASTS**

1.2 **SCHEDULE NO: 70-01**

1.3 **CONTRACT TERM:** 11/01/2010 to 10/31/2011 (“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.

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

1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

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

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

1.4.2 It is the intent of the Procurement Department to make an award for the period as stated above subject to the appropriation of funds in succeeding fiscal year/years by City Council. The City's fiscal year is from July 1st to June 30th inclusive.

Commodities or services on the bid to be ordered after the end of the fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the award involving following fiscal years' funds until such orders are issued.

The successful bidder(s) obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful vendor will be required to furnish a Performance Bond or Performance Security Fee to cover units awarded to him.

1.5 **METHODOLOGY OF ACQUISITION: PURCHASE** only.

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for Recycling of Lamps & Fluorescent Lamp Ballast for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

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

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

Bidders already enrolled in the City's Master Bid Security Program for July 1, 2010 to June 30, 2012 are not required to provide Bid Security if

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their bid total is \$500,000.00 or less (per paragraph 2 of “Terms and Conditions of Bidding and Contract”).

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

1.7.2

**Bids Opening July 1, 2010 through June 30, 2012**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2010 – June 30, 2012** by submitting a check in the amount of **\$175.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*.

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

1.7.3

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

1.8 **BID INFORMATION:**

1.8.1

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

1.8.2

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

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**1.9 BID SUBMISSION:**

- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1<sup>st</sup> Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**  
All bids submitted where the bid total is greater than \$30,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the “Terms and Conditions of Bidding and Contract.”
- 1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Commerce Department Office of Economic Opportunity (OEO) Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

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

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

1.9.8 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

Further, by submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference:

"I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry."

Prime or subcontractor's LBE Certification Number\_\_\_\_\_

If applicable:

Subcontractor's Name\_\_\_\_\_

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

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1.9.9

**BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

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1.9.10 **CONTACT PERSON(S):**

**PRE-AWARD:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

**State Company Web Site Address:** \_\_\_\_\_

**POST-AWARD:**

Indicate below to whom in your firm questions concerning the Contract resulting from this Invitation and Bid should be directed:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

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1.9.11 **RECYCLING FLUORESCENT LAMP BALLAST**

- 1.9.11.1 Bidders to furnish written evidence with the bid to show compliance with the U.S. Environmental Protection Agency PCB Rules 40 CFR Part 761 or latest revision and all relevant State rules and regulations, including but not limited to, Department of Transportation (DOT) Title 49, Code of Federal Regulations (CFR) Part 73 subpart J; Environmental Protection Agency (EPA) Volume 40, CFR Part 761; Federal Occupational Safety & Health Administration (OSHA) Title 29, CFR 1910 Sections 106, 133, 134, 144; State Occupational Safety and Health Administration; and National Electrical Code (or latest revision).
- 1.9.11.2 Bidders or bidder's subcontractor shall provide written evidence with the bid submittal that, as a major part of its business, it has been engaged in PCB disposal activities, including processing and destruction of PCB ballasts. Related activities shall include transportation, EPA required documentation, servicing and storage of high and low concentrations of PCB fluids and solids, and recycling of PCB-containing ballast carcasses.
- 1.9.11.3 Bidders or bidder's subcontractor shall meet the following minimum qualifications, and shall provide written evidence of each item with the bid submittal
- 1.9.11.3.1 Have all Federal, State and Local permits for handling and transporting PCB and DEHP materials.
  - 1.9.11.3.2 Be an EPA approved Commercial Storer pursuant to 40 CFR 761.65(d) (or latest revision).
  - 1.9.11.3.3 Have a process of ballast recycling approved as an Alternative Disposal Method pursuant to 40 CFR 761.60(e) (or latest revision).

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- 1.9.11.3.4 Bidder's or bidder's subcontract workers who are handling PCB and DEHP materials shall be 24 hour OSHA pursuant to OSHA 1910 or HAZWOPER trained. All supervisors shall be 40 hour OSHA trained. A training certificate shall be included with the bid submittal.
- 1.9.11.3.5 Previous experience in the packaging and handling of hazardous materials and the transport and legal disposal of the same.
- 1.9.11.3.6 An EPA-approved method of PCB and DEHP recycling or destruction. Bidder's destruction facility shall have a full commercial operating permit from EPA and shall submit a copy of this permit with the bid submittal.
- 1.9.11.3.7 Bidders and/or Bidder's Transporter shall have implemented a Spill Prevention Control and Countermeasure (SPCC) Plan pursuant to 40 CFR 761.65(c)(7)(ii) (or latest revision).
- 1.9.11.3.8 Have a fully funded Closure Plan pursuant to 40 CFR 761.55(e), (f) and (g) (or latest revision).
- 1.9.11.3.9 Have and implemented a written Worker Safety and Training Program.
- 1.9.11.3.10 Have prepared and implemented a Hazard Communication Program pursuant to 29 CFR 1910.1200 (or latest revision).

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1.9.11.4 Bidders shall submit with their bids, comprehensive information on all firms to be involved in PCB-related work activities as part of this contract. Such information shall include a minimum of:

- a) Name, address, telephone number and EPA ID number, State Transporter's ID number and Hauler Registration Number of the firm(s) responsible for the transportation of PCB solids and fluids and/or ballast containers.
- b) Name, address, telephone number and EPA ID number of the firm(s) responsible for storage and/or ultimate disposal/destruction of all PCB articles and any other hazardous waste generated in the course of the work. Also indicate the EPA Region number and the name and telephone number of an EPA regulatory contact familiar with each handling and disposal site.
- c) Name, address, telephone number and EPA ID number of the firm(s) responsible for the ultimate final destruction of the ballasts and reclamation of recyclable components.

1.9.11.5 Bidders shall submit a reference list of five or more customers it has successfully contracted with for PCB ballast disposal services. Each customer's name, address, telephone number and key contact person with the company shall be provided in writing.

## 1.9.12 **RECYCLING OF LAMPS AND BALLASTS**

- 1.9.12.1 Provide with Bid, the number of lamps currently being recycled per month and the operational capacity of the bidder's facility.
- 1.9.12.2 Provide with the Bid, copies of all Federal, State and Local permits, approvals and authorizations for lamp recycling and conformance to all codes and regulations.

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1.9.12.3 Provide the name, address, process description, and required approvals and description for removal and transportation equipment as well as facilities that receive materials from your site (e.g. if consolidated mercury waste is sent to a retort information on that retort facility). The description shall demonstrate successful bidder's ability to legally and safely remove and haul hazardous materials.

1.9.13 Any subcontractor employed by the awarded vendor in the pick-up of PCB's as described in the above paragraphs must comply with all Federal, State and Local regulations listed in this Invitation and Bid.

Any documentation required as a part of Bid Submission shall be required by subcontractor if subcontractor is utilized in the pick-up of PCB's.

1.9.13.1 Bidder shall provide the name and address of subcontractor (if applicable) to be used in the performance of work described in this Invitation and Bid.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

## 1.10 **BIDDER QUALIFICATION:**

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

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

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1.10.2 All bidders must show evidence that they are Environmental Protection Agency (EPA) and Resource Conservation Recovery Act (RCRA) permitted applicable to all State and Local requirements. In the State of Pennsylvania, permits are issued under the provisions of the Pennsylvania Solid Waste Management Act of July 7, 1980 (Public Law 3809, No. 97 or latest revision).

1.10.3 **Awarded vendor shall be capable of providing training to the ordering departments. At a minimum, training shall include instructions for identifying the various types of lamps and ballast and a description of materials used in the lamps and ballast; instructions for properly packing lamps and ballast for disposal.**

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**SECTION 1:**

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

	A.	B.	C.
Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____
Phone #:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

**SECTION 2:**

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

P.O./Contract Number:	_____	_____	_____
Department:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone #:	_____	_____	_____
Item(s):	_____	_____	_____

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

**SECTION 2: SPECIFICATIONS**

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2.1 Successful vendor(s) shall be required to supply various City of Philadelphia Departments with recycling of lamps and fluorescent lamp ballasts as listed in Sections 2 and 5 of this Invitation and Bid.

2.1.1 Bidders are advised that lamps and ballasts are not centrally located and shall require packaging and containerization at various City locations. Purchase Orders will be issued for each City Department utilizing the service, therefore cost accounting and invoicing must be submitted separately for each ordering department.

**Departments note:** Due to the cost of fuel a minimum of \$300.00 is required before requesting a pick up.

2.1.1.1 The following locations are currently assigned as designated storage and pick up sites. The City reserves the right to add additional sites as specified on Purchase Orders issued as a result of this bid. Any additional locations added will be within the City of Philadelphia.

Water Department – 3899 Richmond St.  
Water Department - 29th & Cambria  
Police Department - 8th & Race  
Airport - 8401 Executive Avenue  
Streets Department – 701 Ramona  
Fleet Management - Fairmount Park Car Barn  
Public Property – City Hall

**VENDOR NOTE:** Emergency pickups must be made within 48 hours of notification.

**Recycling Fluorescent Lamp Ballast**

Emergency calls will be made only if storage drums begin to leak black fluid.

**Recycling Lamps**

Emergency calls will generally be made only in the event that quantities of accumulated lamps are in excess of 5,000 or recommended storage time has been exceeded.

2.1.2 Title to waste shall pass from the City of Philadelphia to the Contractor as follows:

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2.1.2.1 If Contractor furnishes transportation, title shall pass at the time that a loaded vehicle leaves any of the City's premises.

2.1.2.2 If transportation is provided by the City, title shall pass at such time as the waste has been off-loaded at the Contractor's site.

2.1.3 Upon title passing from the City to the Contractor, the Contractor will thereafter be wholly responsible for any bodily injury or damage to the property of any person which may be caused by the waste or any claims for responses or remedial action costs for clean-up of any site at which the waste is processed, recycled or disposed of or comes to be situated.

2.1.4 **COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor will comply with all requirements of federal, state and local laws, rules, regulations, and/or ordinances applicable to the Services and will maintain in effect all permits or other documents which are required for processing, recycling, disposal or transporting of the Waste which is or may become the subject of this Agreement. If any change occurs with respect to any such laws, rules, regulations, ordinances, permits, and/or approvals which interfere with any right or obligation contained in this Agreement, Contractor will promptly notify the City.

As requested by the City, Contractor will make available for inspection by the City and shall provide copies of, all permits or other documents in effect relating to the waste to be transported, recycled, stored or disposed of hereunder and all new or renewal permits or other documents applicable to this Agreement.

The Contractor will comply with the safety standards in effect at all City premises.

2.2 **RECYCLING FLUORESCENT BALLASTS**

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- 2.2.1 Successful bidder must properly identify, rework, handle, load, label, manifest, and dispose of fluorescent lamp ballasts which contain small PCB or DEHP capacitors. Bidders are cautioned that it is their responsibility for compliance with all of the terms, conditions, specifications and regulations as specified in the bid document.
- 2.2.2 **BALLAST REMOVAL AND PACKAGING**
- 2.2.2.1 The City shall be responsible for identifying and removing PCB-containing ballasts from light fixtures.
- 2.2.2.1.1 City shall remove all ballasts from light fixtures with care.
- 2.2.2.1.2 The successful bidder shall supply 55-gallon steel drums, and only DOT-approved 17C or 17H drums shall be used. Leaking drums shall not be accepted.
- 2.2.3 The City shall segregate the universe of removed PCB-containing ballasts into “leaking” and “non-leaking” subsets. The City shall separately package leaking ballasts in double plastic bags, and place these bags in a separate drum that is clearly marked to contain leaking ballasts. The smaller drum will be placed alongside the 55-gallon steel drum containing non-leaking PCB containing ballasts. Hazardous Waste Spill kits will be placed an appropriate 55-gallon steel drum along with non-leaking PCB-containing ballasts. Leaking ballasts shall be disposed of in accordance with Paragraph 2.4.1.1.
- 2.2.4 The City shall pack all ballasts in each drum with care, so as not to cause ballasts to leak as a direct result of removal and packing of ballasts.
- 2.2.5 City shall properly label all drums.
- 2.2.6 City shall ensure that no other material or waste is contained in the drums except for ballasts from fluorescent light fixtures.
- 2.2.7 City shall not load steel drum with more than 850 pounds of gross weight.
- 2.2.8 City shall not use any absorbent material to pack ballasts in drums.

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2.2.9 City shall not use any plastic liners in drums.

2.2.10 City shall not "Over-pack" drums.

2.2.11 **BALLAST SHIPMENT LOADING AND TRANSPORTATION**

2.2.11.1 The City shall move all drums filled with ballasts to a pick up area.

2.2.11.2 Contractor shall supply a Uniform Hazardous Waste Manifest (EPA Form 8700-22) or alternate which contains substantially similar information to be signed by the City, Contractor's transporter, and ballast recycling facility or final disposal facility.

2.2.11.3 Before transporting drums with PCB-containing ballasts, Contractor shall inspect and provide an estimated weight of the filled drums.

2.2.11.4 Contractor shall inspect labels; if not properly labeled, Contractor shall correct the existing label before sealing each drum in preparation for transportation.

2.2.11.5 Contractor shall load the drums onto the truck.

2.2.11.6 The shipment shall be transported in accordance with all D.O.T, E.P.A., state and local regulations to the designated disposal facility.

2.2.12 **BALLAST SHIPMENT UNLOADING**

2.2.12.1 Contractor shall provide personnel to unload the drums.

2.2.12.2 Contractor shall weigh each drum; the City reserves the right to witness each weighing.

2.2.12.3 Contractor shall assign each drum a unique drum number.

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2.2.12.4 Contractor shall sign each Manifest and shall mail one copy of the completed Manifest to one designated person representing the City within five business days of the receipt of the shipment.

2.2.12.5 Contractor shall store all drums in accordance with 40 CFR 761.65 or latest revision.

2.2.13 **BALLAST DISPOSAL**

2.2.13.1 Contractor shall dispose of the PCB ballasts in accordance with the following methods:

- Incineration pursuant to 40 CFR 761.70 or latest revision for PCB's and pursuant to 40 CFR 276 Subpart O or latest revision for DEHPs.
- By dismantling and removing PCB contaminated materials and destroying them pursuant to 40 CFR 761.70 or latest revision and DEHP containing materials pursuant to 40 CFR 761.70 or 40 CFR 264 Subpart O or latest revision. The remaining metals from the ballast shall be tested in accordance with an EPA approved sampling protocol. Uncontaminated (less than 100 ug/100cm<sup>2</sup> PCB's) metals shall be reclaimed in smelters or foundries. All contaminated metals shall be further cleaned and tested or disposed of by incineration.

2.2.13.2 The Contractor shall submit a written plan of disposal to City prior to disposal, which shall be approved in writing by the City before disposal.

2.2.13.3 Contractor shall provide a Certificate of Destruction for the incineration of the PCBs and DEHP materials.

2.2.13.4 Contractor shall provide a Certificate of Recycling for all uncontaminated, recycled metals from PCB and DEHP contaminated ballasts.

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2.2.13.5 In the event of a PCB or DEHP spill, Contractor shall immediately notify the City and the National Response Center (1-800-424-8802) and clean up the spill pursuant to 40 CFR 761 Subpart G or latest revision at the Contractor's expense.

2.2.13.6 The Contractor shall be responsible for the cleanup of any release of a hazardous or non-hazardous material that is a direct result of actions by the Contractor.

2.2.14 **BALLASTS ASSUMED TO CONTAIN DEHP AND OTHER HAZARDOUS SUBSTANCES**

2.2.14.1 The successful vendor shall be responsible for the proper identification, removal, segregation and disposal of all ballasts deemed to contain hazardous substances other than PCBs in accordance with all applicable Federal, state, county, local and other rules and regulations. For example, the Contractor is cautioned to be aware of, and to properly handle and dispose of, DEHP-containing ballasts. DEHP is listed as a hazardous substance under EPA's Superfund regulations.

2.2.14.2 The procedures outlined herein for the proper handling and disposal of PCB-containing ballasts are also applicable to ballasts containing DEHP and other hazardous substances.

2.2.15 The Contractor shall provide the City with comprehensive documentation of all work activities upon completion of the work and prior to final payment. Such documentation shall include a minimum of:

2.2.15.1 Type, number (quantities) and size of containers, contents, weight or unit of measure, date transported, and name, address, telephone number and EPA ID number of processing and/or disposal facility.

2.2.15.2 Written certification (i.e. Uniform Hazardous Waste Manifest) demonstrating receipt of material at the disposal/incineration facility. Such certification shall be signed by the person authorized by the disposal/ incineration facility to accept PCB items for disposal.

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2.2.15.3 Certificates of Destruction for PCB liquids, solids and ballast carcasses.

## 2.3 **RECYCLING OF LAMPS**

Successful bidder shall be responsible for the removal, transportation, and recycling of spent lamps, which shall be conducted in a manner which is in accordance with all applicable Federal, State, County, Local or other requirements, rules and regulations.

### 2.3.2 **LAMP PACKAGING**

2.3.2.1 Wherever possible, City will use boxes provided with the original lamps for packaging.

2.3.2.2 Successful bidder will provide additional boxes or fibre drums as requested by the City at no additional charge.

2.3.2.3 Each box is to be clearly marked with the quantity and type of lamp contained in each box.

Awarded Vendor's Bill of Lading shall include number (quantity) of lamps.

2.3.3 City will palletize and shrink wrap spent lamps whenever possible. Successful bidder must remove spent lamps whether they are palletized and wrap or not.

### 2.3.4 **PACKAGE IDENTIFICATION**

2.3.4.1 The successful bidder shall instruct the City as to how to identify each package.

2.3.4.2 The successful bidder shall provide tags at no additional cost to the City if successful bidder requires specific tags.

2.3.4.3 City shall identify each package with proper tags and identifying system before shipment.

2.3.4.4 Awarded vendor shall provide the City with a Bill of Lading prior to departure.

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2.3.5 **LAMP LOADING**

- 2.3.5.1 Lamps will be accessible for pick up.
- 2.3.5.2 Loading dock may or may not be available, depending on location.
- 2.3.5.3 No loading equipment will be provided by the City.
- 2.3.5.4 The City will indicate the number of boxes to be picked up when they call the successful bidder.

2.3.6 **HAULING**

- 2.3.6.1 Successful bidder shall be responsible for proper hauling of lamps.
- 2.3.6.2 Successful bidder shall be responsible for their cleanup of any release of hazardous, or non-hazardous material that is a direct result of its actions.
- 2.3.6.3 Successful bidder shall certify that vehicles and trailers used for spent fluorescent lamps are licensed, and shall supply the recycling facility's EPA ID number to the City prior to removal of the spent fluorescent lamps. Transporter(s) and/or recycling/disposal facility (or facilities) operating without the proper permits, or under interim status, will not be used. The vehicles and trailers used will comply with all applicable federal, state, county, local and other regulations. All personnel shall be properly trained in the safe handling and transport of hazardous materials.
- 2.3.6.4 The successful bidder shall transport and recycle all spent lamps temporarily stored at the City's location in accordance with federal, state, county, local and other regulations governing hazardous materials and hazardous wastes, and universal waste (whichever may be applicable).

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2.3.7 **RECYCLE/DISPOSE**

- 2.3.7.1 Successful bidder shall be responsible for proper disposition of lamps.
- 2.3.7.2 Successful bidder must perform 100% recycling of lamps by-products. The recycler must be permitted as both a lamp recycler and a mercury distiller.
- 2.3.7.3 Successful bidder must provide a detailed description of recycling process(es) operation(s) and the resulting products, by-products, and wastes of all lamp de-manufactured by-products sold and documented with a “Bill of Sale”.
- 2.3.7.4 Successful bidder shall process lamps in a 48 hour period and will have the ability to separate components into recoverable materials will be recycled as the following: aluminum end caps, crushed glass and mercury recoverable phosphor powder.
- 2.3.7.5 Successful bidder shall routinely conduct Toxicity Characteristic Leaching Procedure (TCLP) on recovered materials (glass, metal end caps, crushed glass and mercury recoverable phosphor powder) in accordance with the regulatory level designated for mercury.
- 2.3.7.6 Successful bidder shall supply documentation that each recovered material end user is complying local, state and federal environmental regulations.
- 2.3.7.7 Successful bidder shall document for the generator the dates that the lamps were received at the recycling facility and the date when lamp processing was completed and shall provide documentation (e.g., issue certificate of recycling) to the generator.
- 2.3.7.8 Successful bidder shall be state authorized to ship lamps via common carrier to the recycling facility for processing.

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- 2.3.7.9 Successful bidder shall use a separate processing procedure for high intensity discharge lamps which results in the removal of the inner quartz capsule. Mercury shall be reclaimed from the quartz capsule through distillation.
- 2.3.7.10 Successful bidder shall have procedures and equipment to manage a mercury spill.
- 2.3.7.11 Successful bidder shall contain and use air pollution control technology (sulphorated carbon filters, a baghouse and HEPA filter) to ensure worker safety and protect the environment.
- 2.3.7.12 Successful bidder shall have a contingency plan, closure plan and facility inspection log available for review on the City's request. The lamp recycling facility shall be open for inspection and tours on the City's request.
- 2.3.7.13 Successful bidder shall provide for routine medical monitoring of their employees by collecting and analyzing blood and urine for mercury, lead and Cadmium to ensure employee health.
- 2.3.7.14 Successful bidder shall utilize an environmentally trained professional who will ensure that the facility complies with all county, state, and federal hazardous waste regulations.
- 2.3.8 The successful bidder is cautioned that it is responsible for ascertaining the extent to which these regulations affect the operations resulting from this solicitation; and the successful bidder is further cautioned to comply therewith.
- 2.3.9 The successful bidder shall comply with all regulations established by the Occupational Safety and Hazard Administration (OSHA) for the protection of workers engaged in the handling of hazardous materials.
- 2.3.10 Successful bidder shall maintain all necessary permits, licenses, insurance, and health and safety training for the removal, segregation, packaging, storage and transportation and recycling of spent lamps.
- 2.3.11 All documentation must be forwarded to the ordering department along with the invoicing for that department (paragraph 4.2.11.4).

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NOTE: If Contractor utilizes a subcontractor to perform work described in Section 2 of this Invitation and Bid all applicable laws, rules, regulations, etc. shall be required.

## 2.4 **PRICING**

2.4.1 In "Pricing" Section 5, bidder shall state their unit pricing as stated in Section 5 for each item.

**NOTE:** For Ballasts: Pricing stated in Section 5 is for non-leaking ballasts.

2.4.1.1 In the event that leaking ballasts are discovered, the ordering department's contact is to be contacted immediately for the handling and removal of the leaking ballast (Refer to Purchase Order for contact's name and phone number). If the ordering department does not respond within one (1) hour of the call, then the HAZMAT Emergency Response Team should be contacted at 911. The ordering department will work in conjunction with the City of Philadelphia's HAZMAT team to remove the leaking ballast in a timely and safe manner. Leaking ballasts must be incinerated completely and will be priced as an add-on to the contract in accordance with paragraph 4.1.4 of the bid document.

## **SECTION 3: BID EVALUATION AND AWARD**

### 3.1 **EVALUATION:**

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

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

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

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

**3.2 AWARD:**

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s). Bidder must bid all items to be eligible for award.

If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

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

3.2.2 If the 5 % local bid preference is applicable, the total bid price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If the bid is awarded as a whole, the 5% local bid preference is applicable. If the bid is awarded by line item, the 5% local bid preference is not applicable.

**3.2.3 PERFORMANCE SECURITY:**

Bidder’s attention is directed to paragraph 14 of “Terms and Conditions of Bidding and Contract,” for the required Performance Security.

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

Performance security shall be required for any subsequent renewal periods.

3.3 **INSURANCE** - For the purposes of this bid only, Paragraph 15 of the “Terms and Conditions of Bidding and Contract” is deleted. The following insurance language applies to this bid.

3.3.1 Contractor and all subcontractors (including disposal facilities) shall procure and maintain at its cost and expense, during the entire period of the contract (including any applicable warranty and/or renewal periods) the types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an “Occurrence” basis and not a “Claims-Made” basis. In no event shall work be performed until the required evidence of insurance has been furnished.

3.3.2 **ADDITIONAL INSURED REQUIREMENT**  
The City of Philadelphia, its officers, employees, and agents are to be named as additional insureds on all policies required hereunder except the Workers' Compensation and Employer's Liability. Also, an endorsement is required stating that the coverage afforded to the City of Philadelphia and its officers, employees and agents as additional insureds will be primary to any other coverage available to them.

3.3.3 **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

3.3.3.1 Workers' Compensation - Statutory Limits

3.3.3.2 Employers' Liability: \$500,000 each accident - bodily injury by accident; \$500,000 each employee - bodily injury by disease; \$500,000 policy limit - bodily injury by disease

3.3.3.3 All states endorsement

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### 3.3.4 **GENERAL LIABILITY INSURANCE**

3.3.4.1 **Limit of Liability:** \$5,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

3.3.4.2 **Coverage:** Premises operation; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees as additional insured; cross liability; broad form property damage (including loss of use) liability; for asbestos abatement projects only - asbestos abatement liability coverage.

### 3.3.5 **AUTOMOBILE LIABILITY**

3.3.5.1 **Limit of Liability:** \$5,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

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

Certificates of Insurance evidencing the required coverage shall be submitted to the City within ten (10) days of notice of contract award. The City reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required under this contract at any time upon ten (10) days prior written notice to the Contractor.

### 3.3.6 **ENVIRONMENTAL IMPAIRMENT (POLLUTION) INSURANCE**

Required of PCB incineration facility and transportation company responsible for transport of PCB material: \$5,000,000 per occurrence, \$10,000,000 aggregate and covering all necessary or reasonable costs or expenses of removing, nullifying, cleaning up, or rendering ineffective any spillage, or other PCB contamination associated with this contract.

### 3.3.7 **ENVIRONMENTAL IMPAIRMENT (POLLUTION) INSURANCE**

Required of ballast processing facility: \$5,000,000 per occurrence, \$5,000,000 aggregate and covering all necessary or reasonable costs or expenses of removing, nullifying, cleaning up, or rendering ineffective any spillage, or other PCB contamination associated with this contract.

## 3.4 **INDEMNIFICATION**

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For the purposes of this bid only, Paragraph 16 of Terms and conditions of Bidding is deleted and replaced with the following:

- 3.4.1 Contractor 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 by Contractor's act or omission or fault or negligence or the act or omission or fault or negligence of Contractor's agents, subcontractors, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such subcontractors (including sub-consultants and suppliers), any breach of this Agreement, and any infringement or violation of proprietary rights (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 this Contract.
- 3.4.2 To the extent permitted by law, Contractor will assume the entire responsibility and liability for and defense of, and pay and indemnify the City of Philadelphia against any loss, expense or liability and will hold the City of Philadelphia harmless from and pay any loss, damage, penalty, cost (including, without limitation, judgments, attorney's fees and court costs), or expenses of any type (including but not limited to, pollution or other damage) caused by, arising out of, or in any manner connected with the Waste or which the City of Philadelphia incurs because of injury to or death of any person or on account of damage to property, or any other claim arising out of, in connection with, or as a consequence of, the performance of the Services and/or any act of omission of Contractor or any of its subcontractors, employees, agent or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor will be solely responsible for any and all loss, damage or injury to persons or property and for any cleanup costs associated with any site where the Waste is disposed of or comes to be situated including, but not limited to, response and remedial action costs.
- 3.2.4 **City of Philadelphia-Business, Corporate and Slavery Era Insurance Disclosure**

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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.

#### **SECTION 4: CONTRACT MANAGEMENT**

##### **4.1 CITY OF PHILADELPHIA RESPONSIBILITY:**

- 4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

##### **Order Against Contracts**

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

- 4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.

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

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

4.1.4 **ADD-ONS:**  
The City reserves the right to add, delete and/or acquire products/services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

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

#### 4.2 **VENDOR RESPONSIBILITY:**

- 4.2.1 Contractor may deliver only products, services or equipment (as applicable) as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may deliver only products, services or equipment (as applicable) at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 Contractors may deliver products, services or equipment (as applicable) up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 **DELIVERY:**  
Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. **VENDOR NOTE:** In Section 5, specify delivery if other than 30 days.
- 4.2.4.1 **Liquidated Damages:**  
Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1Z56970</b>	PAGE OF <b>33 37</b>
		FIRM NAME (Must be filled in)	

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

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

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

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

4.2.8 **RECYCLING INFORMATION REQUEST:**

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

Product bid contains recycled content? YES  NO

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

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

Is your product shipped in returnable Containers? YES  NO

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1Z56970</b>	PAGE OF <b>34 37</b>
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4.2.10 **Invoices/Receipts:**

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

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

4.2.10.3 Invoices should be sent in triplicate to each ordering department

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

4.2.10.3.2 See also item 4.1.2 above.

4.2.12 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Recycling of Lamps and Fluorescent Lamp Ballast at the prices set forth in Section 5 for a period of twelve (12) months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to three (3) additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

Notice of price increases must be received, in writing, by the City at least sixty (60) days prior to the expiration of each contract period in order for price increase to be effective as of the first day of the renewal period. Price increase letter shall be sent to the Buyer in Room 120 Municipal Services Building, 1401 JFK Blvd., Philadelphia, PA 19102, referencing bid number, contract number, period and showing item(s) description and applicable pricing. Failure to notify the City within this sixty (60) day time frame shall result in the following:

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1Z56970</b>	PAGE OF <b>35 37</b>
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For each renewal period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for June of the **applicable year of the renewal.**

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

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

- 4.2.13 **Failure to notify the City within the time frame specified in 4.2.12 will result in a commensurate delay in implementing the price change.**
- 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 <b>S1Z56970</b>	PAGE OF <b>36 37</b>
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**SECTION 5: PRICING**

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

**Unit of Measurements: DR - Drum, EA - Each, FT = Feet, LB = Pound**

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1 <b>31063 001 135</b> Straight Fluorescent	100,000	FT	\$_____	\$_____
5.2 <b>31063 001 136</b> U-Tubes, Circular Lamps	3,000	EA	\$_____	\$_____
5.3 <b>31063 001 137</b> High Intensity Discharge Lamps (HID)	5,100	EA	\$_____	\$_____
5.4 <b>31063 001 138</b> Incandescent/Halogen	1,500	EA	\$_____	\$_____
5.5 <b>31063 001 009</b> PCB Fluorescent Light Ballast	1,350	LB	\$_____	\$_____
5.6 <b>31063 001 010</b> Non-PCB Fluorescent Light Ballast	1,500	LB	\$_____	\$_____
5.7 <b>31063 001 011</b> PCB & Non-PCB HID Ballast	20,000	LB	\$_____	\$_____
5.8 <b>31063 001 139</b> Crushed Fluorescent Lights 55 Gallon Drum	2	DR	\$_____	\$_____
	<b>GRAND TOTAL</b>		\$_____	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1Z56970</b>	PAGE OF <b>37 37</b>
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**BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).**

**TYPE OF TRANSPORT:** \_\_\_\_\_

**BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS:** \_\_\_\_\_

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](http://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, 2010 – June 30, 2012

**(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, 2010 to June 30, 2012**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2010–2012** on the face of the check.

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

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

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

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

Company Name: \_\_\_\_\_

Fed EIN/SSN: \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/10 to 6/30/12  
**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](http://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](http://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 21<sup>ST</sup> 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 \$30,000, date and sign the bid here, with the original signatures, in ink.

This \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
(Signature of Owner, Partner)

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Business Name of Bidder)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

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

This \_\_\_\_\_ day of \_\_\_\_\_ 20

**CORPORATE SEAL**

\_\_\_\_\_  
(Corporate or Business Name of Bidder)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

\_\_\_\_\_  
(Signature of President or Vice President)

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

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Type or Print Name and Title)

**APPROVED AS TO FORM**

**CONTRACT EXECUTION**

\_\_\_\_\_  
(Assistant City Solicitor)

\_\_\_\_\_  
(Procurement Commissioner)