

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED
BUSINESS ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(SEALED BID CONTRACTS)**

Under the authority of Executive Orders No. 02-05, as reauthorized, and 14-08, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity ("OEO").

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's Policy is applicable to this Invitation and Bid (hereinafter, "Bid").

The Office of Economic Opportunity has approved the following projected ranges of participation for this Bid which serve as a guide in determining each bidder's responsibility:

MBE 2 % to 5 %

AND/OR

WBE 2 % to 5 %

DSBE NONE

These ranges represent the percentage of MBE, WBE, DBE¹ and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract,

¹ "DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oEO/directory.

If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

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

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

²A list of "OEO approved certifying agencies" can be found at www.phila.gov/oEO

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

5. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A Bid responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Bidder on the contract, if awarded; where the Bid satisfies the M/W/DSBE participation ranges for that contract, the Bidder is rebuttably presumed not to have discriminated in its selection of contract participants.

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

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

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

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

- Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.
- Provide list of all certifying directories used to solicit participation for this Bid.
- Provide any additional evidence pertinent to Bidder's conduct relating to this Bid including sufficient evidence which demonstrates to the OEO that Bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Bidder's efforts to achieve participation within the ranges, Bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

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

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

quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

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

4. After review of the bidder's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

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

C. RESPONSIBILITY

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

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

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Procurement Commissioner the imposition of sanctions on the Bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Bidder's place of business and/or job site and obtain documents, such as quotations, and information from any Bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain a Bidder's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

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

F. REMEDIES

1. The Successful Bidder's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.

c. Suspend/Debar the Successful Bidder from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The “total dollar amount of the contract” shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the “total dollar amount of the contract” shall mean the Concession Fee paid to the City.)

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

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:		Name of Bidder/Proposer:				Bid/RFP Opening Date:	
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.							
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received		Amount Committed To		
Telephone Number Fax Number			YES²	NO	Dollar Amount		
Email Address					\$		
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP		
				%			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received		Amount Committed To		
Telephone Number Fax Number			YES²	NO	Dollar Amount		
Email Address					\$		
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP		
				%			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received		Amount Committed To		
Telephone Number Fax Number			YES²	NO	Dollar Amount		
Email Address					\$		
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP		
				%			

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
 2. Attach all quotations to this form.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 2 28
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: WATER, SEWER AND BASEMENT PROTECTION PLUMBING REPAIRS

1.2 CONTRACT TERM: 10/01/2012 to 09/30/2013 ("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 the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 1.2.2, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 3 28
		FIRM NAME (Must be filled in)	

1.3 CONTRACT TYPE: **REQUIREMENTS**

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

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

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

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

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

1.5 STATEMENT OF DIRECTION:

1.5.1 It is the intent of the City of Philadelphia to make an award to qualified plumbing contractors for **WATER, SEWER AND BASEMENT PROTECTION PLUMBING REPAIRS** for the Water Department as specified herein during the contract period.

1.6 BID SECURITY

1.6.1 Bid security shall be based upon the **Estimated Contract Amount of \$250,000.00.**

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 4 28
		FIRM NAME (Must be filled in)	

Bidders already enrolled in the City's Master Bid Security Program (July 1, 2012 to June 30, 2014) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

1.6.2 **Bids Opening July 1, 2012 through June 30, 2014**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2012 - June 30, 2014** by submitting a check in the amount of **\$200.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

1.6.3 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount of **\$4,000.00**.

1.7 **BID INFORMATION:**

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

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

1.8 **BID SUBMISSION:**

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 5 28
		FIRM NAME (Must be filled in)	

- 1.8.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.8.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.8.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.8.6 **LOCAL BUSINESS ENTITY:**

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 LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

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

Prime or subcontractor's LBE Certification Number _____

If applicable:
Subcontractor's Name _____

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 6 28
		FIRM NAME (Must be filled in)	

1.8.7

BID PROCESSING FEE:

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

1.8.8

When M-BE, W-BE or DS-BE ranges are required on 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".

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 7 28
		FIRM NAME (Must be filled in)	

1.8.9 CONTACT PERSON:

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (____) _____ Ext.: _____

Fax No. (____) _____

E-mail address _____

Vendor's WEB address _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (____) _____ Ext.: _____

Fax No. (____) _____

E-mail address _____

Vendor's WEB address _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 8 28
		FIRM NAME (Must be filled in)	

1.8.10 BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by calling (215) 686-4720 or 4721, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. Questions, whether written, phoned or faxed should be received no later than three (3) business days after the scheduled Non-Mandatory Pre-Bid Meeting referenced in paragraph 1.10 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. Exceptions taken **DO NOT** obligate the City to change the specifications.

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

1.9 BIDDER QUALIFICATION:

The City has established the unit prices for all work items as listed in Section 2, Specifications. The Vendor(s) selected for the work under this Invitation to Bid will be chosen on the basis of the criteria listed below. These criteria have been established to determine the contractor's experience and capacity to respond quickly and effectively to the needs and demands of the Philadelphia Water Dept. and the Plumbing Repair Programs. PWD has established certain other criteria that must be met by all successful Bidders.

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 9 28
		FIRM NAME (Must be filled in)	

1.9.2

Either a Master Plumber and/or a Licensed Journeyman Plumber must perform all repair work. SUBCONTRACTOR LICENSES WILL NOT BE ACCEPTABLE AS EVIDENCE OF LICENSURE BY CITY FOR PLUMBING REPAIRS. Specify below how field work will be executed.

Indicate the name and license number of supervisory personnel and Journeyman Staff.

Supervisory Staff

Name: _____
Philadelphia Master Plumber License #: _____
Name: _____
Philadelphia Master Plumber License #: _____
Name: _____
Philadelphia Master Plumber License #: _____

Journeyman Staff

Name: _____
Journeyman License #: _____
Name: _____
Journeyman License #: _____
Name: _____
Journeyman License #: _____

1.9.3

Bidder must show evidence of the capacity to produce at least two (2) sewer lateral repairs/replacements and three (3) water service replacements per week under this Bid Specification; identify the number of work crews on staff available for this project; and list their make-up and their capacity. Vendor must also demonstrate that he has sufficient equipment to perform the scope of work.

No. of Work Crews dedicated to this effort: _____

Make up of individual crew:

Master plumbers per crew: _____
Journeyman plumbers per crew: _____
Apprentices per crew: _____

Daily Workload Capacity of all Crews:

Curb traps _____
Water Services (24ft. or less) _____
Main Drain, Curb to House (24ft. or less) _____
Lateral, Curb to Sewer (24ft. or less) _____
House Heater, Electric or Gas _____
Hot-Water Heater, Electric or Gas _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 10 28
	FIRM NAME (Must be filled in)		

1.9.4 Bidder must have access to the below listed equipment. Bidder shall list equipment by Make and Model Number for equipment owned or leased long term by the bidder. If bidder rents the equipment on a as needed basis, the source of that rental must be identified below.

Equipment Capacity:

Pneumatic Equipment

Air Compressors #Own _____ #Lease _____

Air Hammers #Own _____ #Lease _____

Tampers #Own _____ #Lease _____

Missiles/Moles #Own _____ #Lease _____

Other Equipment

Sewer Camera #Own _____ #Lease _____

Drain Machine #Own _____ #Lease _____

Digital Camera #Own _____ #Lease _____

Rental Source: _____
 Make and Model# _____

1.9.5 Bidder must have a qualified concrete contractor.

Concrete Contractor _____

Concrete Contractor _____

List type and capacity of shoring equipment:

Bidder must have the capability of performing excavations either with its own equipment or through a sub-contractor (at the expense of the contractor).

Does bidder own/lease excavation equipment? Yes No

If yes, indicate number: #Own _____ #Lease _____

Does bidder intend to subcontract excavation equipment? Yes No

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 11 28
		FIRM NAME (Must be filled in)	

If yes, provide the name and address of the subcontractor(s) that you intend to use:

Excavation Contractor _____

Excavation Contractor _____

List type and capacity of shoring equipment

1.9.6 **Vehicles** - Each bidder must have the necessary vehicles to transport crew and equipment to the work site(s).

List the number size/capacity, year make and model of vehicles either owned or under long-term (one year or more) lease:

Vehicle #1: Make _____ Model _____
Capacity _____ Year _____

Vehicle #2: Make _____ Model _____
Capacity _____ Year _____

Vehicle #3: Make _____ Model _____
Capacity _____ Year _____

Vehicle #4: Make _____ Model _____
Capacity _____ Year _____

Vehicle #5: Make _____ Model _____
Capacity _____ Year _____

Vehicle #6: Make _____ Model _____

Capacity _____ Year _____

(attach list if more than 6 vehicles)

1.9.7 Each bidder must have the capacity to remove and dispose of demolition debris. Bidder shall submit with the bid a statement of how this work will be performed. Include type of equipment to be used. If equipment is not owned, state source of supply and availability to the bidder.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 12 28
	FIRM NAME (Must be filled in)		

1.9.8 Bidder must demonstrate a track record of responsiveness and quality work either with the PWD or with confirmed references for whom similar services and work volume has been provided.

Does Bidder have a minimum of five (5) years prior experience with water service, sewer lateral, house heater and hot-water heater repairs/replacements?

Yes _____ No _____ No. of Years _____

If yes, list the references to which you have provided similar services.

Name and Address, Date of Project, Project Amount, # of Units

1. _____

2. _____

3. _____

4. _____

5. _____

(use attachments if necessary)

1.9.9 Bidder must demonstrate that he/she has instituted acceptable quality control procedures (e.g., effective on-site supervision) to produce the quality of workmanship that conforms with PWD standard of excellence. Bidder shall submit with the bid the methods and procedures that will be used to insure work quality.

1.9.10 Bidder must have the financial ability to pay crews, subcontractors, and suppliers during the project. To demonstrate this, bidder shall submit with its bid financial statements for the last two(s) years. The City reserves the right to require audited statements.

1.9.11 Bidder must have a sewer camera and related equipment to view drainage lines associated to the proposed repairs assigned by the program readily available upon request.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 13 28
		FIRM NAME (Must be filled in)	

- 1.9.12 Bidder should have a drain cleaning machine readily available for all sewer related repairs and a digital camera on site at every job site assigned by the program.
- 1.9.13 Bidder must have the ability to process photographs of the property to show excavations and completed pipe connection and related repair work.
- 1.9.14 Failure to provide requested information in 1.9 [Bidder Qualification] may disqualify vendor's bid.

1.10 NON-MANDATORY PRE-BID MEETING

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on 08-08-2012 at 1:00 P.M. in the Bid Room, 1st Floor, Room 170A at the Municipal Services Building, 1401 JFK Boulevard, Philadelphia, PA 19102.

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

Attendance at this Pre-Bid Meeting is not a requirement for bidding.

IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. VENDORS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED, MAY BE DENIED TO THE MEETING.

SECTION 2: SPECIFICATIONS

- 2.1 The successful vendors shall provide all labor, equipment, and materials to perform and complete repairs to the sanitary sewer lateral, storm sewer laterals, water service lines and all repairs associated with these types of plumbing conditions as part of the **Philadelphia Water Department's (PWD) Plumbing Repair Programs**. The vendor(s) should be prepared to provide these stated services to various PWD customer locations as directed by PWD.

The PWD is a department of the City of Philadelphia that treats and supplies drinking water, manages the collection and treatment of sewage and storm water in the City. PWD also provides plumbing repair services for its customers with curb traps, main drains, defective sanitary/storm sewer laterals and defective water services. These services are provided through PWD's plumbing repair programs.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 14 28
		FIRM NAME (Must be filled in)	

HELP Program: PWD assists its customers in making repairs to defective water service/supply lines and defective sewer drainage systems (limited to the lateral(s), curb trap(s), and main drain). Through HELP, customers will have plumbing repairs made by the vendor(s) to correct deficiencies that have been cited by City inspectors. PWD pays the vendor(s) for the work performed and the customer repays PWD for the cost of the repair with 0% interest for a term of up to five years.

Cross Connection Repair Program: When a City inspection has determined that sewage is entering the storm water system from a customer's cross-connected sanitary sewer lateral, and other eligibility requirements are met, PWD will pay for the cost of replacing the curb trap(s), portions or part of the main drain, storm and sanitary lateral(s) as needed and/or other associated repairs. The vendor will make repairs to the customer's lateral(s) as directed by PWD. The customer will not be charged for the cost of correcting the misaligned curb trap(s), main drain, and lateral(s). PWD expects to make approximately 150 repairs per year under this program. (Attachment "D" contains documents that are executed by both the City of Philadelphia and the customer and are listed in this bid for reference only).

Basement Protection Program: Is a program designed to prevent the excess water in the City's sewer system from backing up into basements through plumbing fixtures during heavy rain storms.

The City procures and oversees repairs to the customers' service lines and laterals using a plumbing contracting system that issues repair orders with pre-determined specification and unit prices (Attachment "D"). Through this Invitation to Bid, the City will procure the services of up to Twenty-five (25) Vendors that will be under contract to provide repairs for PWD's customers, and respond to these needed repairs within 24 hours of notification.

2.2 WORK SCOPE - 26069 014

The Scope of Work includes but is not limited to the following:

- a. Repairs, replacement, alterations and additions to the sanitary and storm water drainage systems, including the main house drain, curb traps with Fresh Air Inlet, storm and sanitary lateral(s).
- b. Repairs, replacement, alterations and additions to the water service line including the ferrule, curb shut-off valve, water valve box, service line, supply line, ball valve(s), piping and accessories.
- c. Excavation and back-filling in connection with work under this Section (Reference is made to Attachments H(1) through H(4)).
- d. Cutting in existing work required and cost of patching same.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 15 28
		FIRM NAME (Must be filled in)	

- e. Performance tests for all materials furnished or installed under this Section.
- f. Dye testing of storm and sewer laterals in separate sewer areas.
- g. Cementing and/or restoring curb area to a safe and satisfactory level

2.3 STANDARDS

The Vendor will be required to follow these standards and work protocols:

- a. Materials and Equipment: All materials and equipment shall be new, and of the latest design. All apparatus shall fit into available spaces in the structure. All equipment normally requiring service shall be accessible.
- b. Visit to the Site: If requested by PWD, the contractor shall visit the site and determine all conditions on which work is required, and shall have de all provisions necessary for the best workmanship and operation of plumbing systems. No consideration or allowance beyond the prices set in Attachment "I" will be granted for failure to visit the site and make the required arrangements for the needed repair work.
- c. Codes, Rules, Permits, Fees: All work shall be done in accordance with all applicable codes, laws, ordinances, rules and regulations. The Vendor shall obtain all permits and inspection certificates, and pay all fees.
- d. Testing and cleaning piping systems: After installation, all piping systems shall be inspected, tested for leaks and proven tight. All foreign substances that may have accumulated in the systems during installation shall be completely removed. Domestic water piping shall be cleaned in accordance with the local Municipal Code and AWWA.
- e. Pipe and fitting materials shall conform to the latest issue of United States of America Standards Institute (USASI), American Society for Testing Material (ASTM), and American Water Works Association (AWWA).
- f. Shoring: The Vendor shall strictly follow all OSHA and City of Philadelphia site safety and trench shoring requirements.

2.4 PRODUCTS AND SYSTEMS

The Vendor shall supply and install products and systems in accordance with the Philadelphia Plumbing Code, BOCA and all applicable codes and statutes. Specific requirements related to this project include but are not limited to:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 16 28
		FIRM NAME (Must be filled in)	

2.4.1 Sanitary Waste, Vent and Storm Water Drainage Systems:
Minimum house drain, house trap, and fresh air inlet at curb shall be 4 inches. Normal slope of drain line shall be 1/4 inch per foot. Use 1/8 inch per foot slope only if sewer connection cannot be made at normal slope and only with prior approval from the City's Department of Licenses and Inspection (L&I).

Clean outs shall be provided in the main drain line at 90 degree turns and not more than 50 ft. apart and at the foundation wall.

2.4.2 Waste System Piping Materials:
(A) All taps or entries made into reinforced concrete, terracotta, and vitrified sewers must be made and completed by core drilling only.

(B) Underground piping serving conventional fixtures and underground rainwater piping shall be uncoated service weight, cast iron bell and spigot pipe and fittings conforming to ASTM A74.

Above-ground soil pipes, drains and vents shall be ABS Schedule 40, or PVC Schedule 40.

2.4.3 Domestic Water Piping Systems:
Water service sizes shall be ¾ inch, 1 inch, 1½ inch and 2 inches.

2.4.4 Domestic Water Piping System Materials:
Underground water service shall be type "k" copper with case brass or wrought copper fittings conforming to ASTM B88. Above ground piping shall be type "l" copper with wrought copper fittings conforming to ASTM B88.

2.4.5 Installation of Extendable Backwater Valves
At the discretion of the Water Department, install a backwater valve approved by PWD, in or around designated properties that are approved by PWD.

2.5 **EXECUTION**

2.5.1 Install all plumbing in strict compliance with manufacturer's instructions. Provide complete operating systems, furnish all necessary fittings, valves, hangers, supports and specialties required, and run all piping in a skilled workman like manner in accordance with the best practice of the trade and the latest code requirements.

2.5.2 Support soil line in basement on stuccoed, solid masonry piers.

2.5.3 Soldered joints shall be fully leaded and packed to consolidate lead.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 17 28
		FIRM NAME (Must be filled in)	

2.5.4 Leaded joints shall be fully leaded and packed to consolidate lead.

2.5.5 **All debris must be removed from the site and the site is to be left broom clean. Excavated turf areas must be regraded, and free of debris where turf was removed. Contractor must return to the site and regrade any turf areas if soil depression or subsidence occurs within one year of the date of work completion.**

2.5.6 **Concrete and brick walkways must be replaced with like material when pavement is partially excavated. Where pavement is fully excavated, it must be replaced with full blocks of new concrete sidewalk and curb.**

2.5.7 All street openings must be back filled, tamped in accordance with Attachments "H (1) through H(4)" (Streets Dept. regulation for openings and restoring street openings) and temporarily patched with bituminous cold patch. Trenches must be maintained for thirty (30) days from the date of the completion of repairs.

At the completion of repair the Vendor must notify the Streets Department electronically through its website (www.phila.gov/streets/backfill).

2.6 PROGRAM PROCEDURES

Through this Invitation to Bid, the Vendor(s) and the City will enter into a contract that will allow PWD to issue purchase orders for services on an as needed basis, under the following conditions:

2.6.1 PWD's staff will identify eligible customers who are in need of assistance in making repairs to their water service, sanitary and/or storm water laterals.

2.6.2 PWD will select Vendors to perform the repair work at the eligible customers' properties on a rotating basis. This computer process analyzes the sequence of Vendors previously selected, the number of each Vendor's outstanding work orders and the amount remaining in each Vendor's contract. The City reserves the right not to issue additional work order(s) if vendors have open work orders past the required completion date(s). The City reserves the right to select vendors without the use of the computer program in the event of emergency situations.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT	BID NUMBER S3WW8380	PAGE OF 18 28
	PHILADELPHIA, PA 19102 - 1685	FIRM NAME (Must be filled in)	

- 2.6.3 The selected Vendor will be sent a work order (Attachments "A", "B", "C", or "D" with Attachment "I") via facsimile machine ("Fax Work Order") indicating the type of repair work that is needed, the cost cap for this type of work, and the date that the Fax Work Order will expire (i.e., the time frame in which the repair is required to be made). The Fax Work Order contains legal certifications that the Vendor is responsible for obtaining from each PWD customer **before** the work can begin on the customer's property and/or into customer's home, and work as an agent of the City. The certifications may also verify the customer's eligibility to receive services under the program guidelines.
- 2.6.4 The Vendor shall visit the site to determine the needed work items within 24 hours of receipt of the Fax Work Order, and repair work should commence within 72 hours. All emergency work must be completed within five (5) business days. Routine work must be completed within ten(10)business days. At the City's discretion, completion dates may be extended. For street openings that must be coordinated with PENDOT, PECO, or SEPTA, an additional time allowance may be requested by the Vendor.
- 2.6.5 PWD will perform all pre-inspections for water and drainage-related repairs (Attachments "A", "B", "C" or "D"). Prior to issuing a Fax Work Order, PWD will instruct the Vendor to clear blocked main drains and, in so doing determine the approximate location breaks. A scope of work will be developed and incorporated into the Fax Work Order. No additional work will be performed without the prior approval of the Philadelphia Water Department.
- 2.6.6 The Fax Work Order will reference the terms and conditions of this Bid Specification, including the costs for each work item in Attachment "I" as well as the predetermined hourly labor rates and material mark ups (for Time and Material items only).
- 2.6.7 Work not begun or completed by the agreed upon time, without an authorized time extension by PWD, may be cancelled by PWD. PWD has the option to rescind the Fax Word Order and/or order the service from another plumber, and charge the selected Vendor for the difference in cost between that plumber and the costs specified in Attachment "I".
- 2.6.8 PWD will inspect all work (Attachment "E") upon completion and either approve the work for payment or issue a punch list for corrective measures needed. Vendors are required to notify PWD of the date and time that they will be ready for a PWD inspection and wait for the PWD inspection before the trench can be backfilled.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 19 28
		FIRM NAME (Must be filled in)	

- 2.6.9 Upon completion of each Fax Work Order, the Vendor will invoice PWD for the work performed, listing the address and the amount of the invoice as determined by the unit prices specified in Attachment "I". Within ten (10) days of completing the work the Vendor shall provide information detailing all work completed along with all applicable permits. The receipt of this report by PWD will constitute a request for final inspection and payment by the contractor.
- 2.6.10 Vendor agrees not to bring suit or seek judgment of any kind against any of the properties or owners thereof for any work related to Bid No. S3WW8380 for Lateral and Water Repairs Service for the City of Philadelphia.
- 2.6.11 The invoice for the work will be paid in full by the City of Philadelphia after completion of the work and any punch items, and upon review of submitted documentation that is acceptable to the City. No interim or progress payments will be made.
- 2.6.12 Except as specified in 2.6.15, the Vendor shall warrant all labor and materials for a period of one year and will honor the manufacturer's warranties for the life of the warranty, charging only for labor at the rate specified in the bid. The warranty shall be for the benefit of the property owner and the City of Philadelphia.
- 2.6.13 The Vendor shall maintain continuous telephone service (local or toll free number) where he/she can be reached twenty-four hours each day, seven days per week (Sundays and Holidays included) and shall provide to the City agencies ordering services hereunder the names and telephone numbers of at least two (2) persons to contact for services:

Name _____	Name _____
Phone # _____	Phone # _____
Pager # _____	Pager # _____
Cell Phone # _____	Cell Phone # _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 20 28
		FIRM NAME (Must be filled in)	

2.6.14 The Vendor shall maintain continuous telephone service (local or toll free number) where Fax Work Orders can be received twenty-four hours each day, seven days per week (Sundays and Holidays included) and shall provide to PWD, and shall continually update, the telephone numbers of the facsimile machine(s):

Fax # _____ Fax # _____

2.6.15 The Vendor shall warrant all labor and materials related to concrete paving for a period of two years from the date of paving, and will honor the manufacturer's warranties for the life of the warranty, charging only for labor at the rate specified in the bid. The warranty shall be for the benefit of the property owner and the City of Philadelphia.

2.7 COST OF SERVICES

Bidder agrees to perform work for the prices indicated in Attachment "I" below. Any bids that propose other prices will be deemed non-responsive. There will be no opportunity to negotiate prices based on field conditions.

2.8 TERMINATION FOR CAUSE

In addition to the requirements of the specifications and the attached "Terms and Conditions of Bidding and Contract", the City reserves the right to terminate the contract if the successful vendor fails to perform service on three (3) consecutive work order requests or any five (5) out of ten (10) work order requests.

2.9 TERMINATION FOR CONVENIENCE

The City shall have the right to terminate this contract at any time during the term of the contract, for any reason, including, without limitation, its own convenience. If the contract is terminated solely for the City's convenience, the City shall issue a written termination notice, which shall set forth the effective date of the termination.

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

3.1.1 Bid will be evaluated by the Procurement Department.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 21 28
		FIRM NAME (Must be filled in)	

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)

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 The City intends to make multiple awards as a result of this Invitation and Bid. A maximum of Twenty-five (25) responsive and responsible bidders will receive contracts as primary vendors to perform service as required by the specifications.

3.2.2 In the event the City receives bids from more than Twenty-five (25) responsive and responsible bidders, the award procedure will be as follows:

The names of all responsive and responsible bidders will be placed in a container and the City will then randomly select Twenty-five (25) bidders who will be designated as primary vendors. From the remaining pool of responsive and responsible bidders, the City will select up to a maximum of ten (10) additional bidders who will be designated as secondary vendors.

3.2.3 In the event that a primary vendor is declared ineligible to perform service under the contract, a replacement secondary vendor will be added to the primary vendor list in the order selected.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 22 28
		FIRM NAME (Must be filled in)	

3.2.4 **Performance Security**

All contracts awarded as a result of this Invitation and Bid will be covered under the City's Master Performance Security Program.

For all primary vendors, the City will require Performance Security based on a contract value of \$250,000.

For all secondary vendors, the City will require Performance Security based on a contract value of \$30,001.

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

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

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

3.2.6 **INSURANCE:**

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 23 28
		FIRM NAME (Must be filled in)	

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

- 4.1.1 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 purchase order against the applicable bid.

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.
- (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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 24 28
		FIRM NAME (Must be filled in)	

- (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 other product/services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

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

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).

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 25 28
		FIRM NAME (Must be filled in)	

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 **VIOLATION OF CONTRACT**

If contractor abandons the work or if the job time schedule as defined between the operating department and the contractor prior to the initiation of work is exceeded or if the contractor neglects or fails to prosecute the work with promptness and diligence, or shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment, or if vendor shall execute any of the work improperly, carelessly, or in bad faith or if the contractor shall default in the performance of any of the terms, conditions and provisions of the contract, the operating department may notify in writing the contractor to remedy his neglect or default and require the contractor to comply with the terms, conditions and provisions of this contract resulting from this Invitation and Bid.

4.2.4.1 **Liquidated Damages:**

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor liquidated damages of \$100.00 for each event or omission per day until such actions are remedied by the vendor:

- Failure to commence work within specified time
- Poor performance
- Failure to provide all equipment, materials and parts necessary for the performance of the work
- Failure to supply qualified personnel

4.2.4.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 26 28
		FIRM NAME (Must be filled in)	

The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. The City/using agency shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on vendor; all assessments of liquidated damages must also be reported, in writing, to the Procurement dept. Buyer as they occur.

In the event of assessment of liquidated damages, if the vendor feels that extenuating circumstances contributed to the occurrence, a request for a waiver on the liquidated damages may be appealed in writing, within 30 days to the using agency and the Procurement Department who shall be the final arbiter in such matters.

- 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 delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.8 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.9 Approval of Work
- All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 27 28
		FIRM NAME (Must be filled in)	

In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all cost associated with the return to be at the sole expense of the Contractor.

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

4.2.11 Invoices/Receipts

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

4.2.11.2 Invoices should be sent in triplicate to each ordering department: One (1) original and two (2) copies of fully itemized invoices. Failure to submit invoices in the form noted below will cause a delay in payment.

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

4.2.12 Payments to OEO Subcontractors

The below paragraph applies to all Invitation and Bids (I & B) containing OEO Participation Requirements:

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors.

In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to provide proof of said payments upon any request by the City.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3WW8380	PAGE OF 28 28
		FIRM NAME (Must be filled in)	

Failure to comply with the City's payment reporting process may be considered an Event of Default.

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

ATTACHMENT "A"

PWD

HELP PROGRAM

EMERGENCY WATER SERVICE

WORK ORDER FORM

Attachment "A"
**Philadelphia Water Department
HELP Program
Emergency Water Service Work Order**

Work Order #:
Work Order Expiration Date

Date:
P.O. Number:

Time:

Job Desc:

Special Instruction:

Contractor:

Property Owner:
Property Address:

Work Phone:
Other Phone:

Home Phone:
Other Phone:

PWD authorizes the HELP Inspector to inspect the above Property _____ for the purpose of developing a scope of work for water service/supply repairs, to authorize and inspect the repairs completed by the HELP-assigned Contractor. Prior to initiating any work, the Inspector must obtain the written authorization of the Property Owner.

PWD authorizes the above named plumbing Contractor _____ to perform plumbing repair work to replace the defective water service and/or supply lines for the above named Property Owner.

Plumbing repair work shall be done for the prices listed in the current Work Order Form and shall conform to the specifications and requirements of the Plumbing Code and all related Plumbing Standards.

The Contractor is prohibited from providing any repair work outside the attached scope of work without prior approval of the Inspector and the Signed statement (Change Order) by the Property Owner.

Whenever requested by PWD the Contractor must obtain signature of the Property Owner on the HELP LOAN Agreement prior to initiating any work at the property.

The HELP Inspector, prior to closing of the plumber's ditch, must inspect all completed repair work. The Contractor must secure the signature of the Inspector. The Contractor must provide completed and signed Certification and Guarantee Forms to the Inspector at the time of the final inspection.

Invoices with supporting documentation must be submitted to PWD within TEN (10) business days of completion of the plumbing repairs. Send to:

**Philadelphia Water Department
HELP – 3rd Floor
1101 Market St.
Philadelphia, PA 19107**

ATTACHMENT "B AND B-2"

PWD

HELP PROGRAM

STANDARD SEWER LATERAL

WORK ORDER FORM

**Philadelphia Water Department
HELP Program
Standard Sewer Lateral Work Order**

Work Order #:

Date:

Time:

Work Order Expiration Date:

P.O. Number:

Job Desc:

Special Instruction:

Contractor:

Property Owner:

Property Address:

Work Phone:

Home Phone:

Other Phone:

Other Phone:

PWD authorizes the HELP Inspector to inspect the above Property _____ for the purpose of developing a scope of work for sewer drainage line repairs, to authorize drain cleaning and inspect the repairs completed by the HELP-assigned contractor. Prior to initiating any work, the Inspector must obtain the written authorization of the property owner.

PWD authorizes the above named Plumbing Contractor _____ to perform plumbing repair work for the above named Property Owner at the listed Property.

Plumbing repair work shall be done for the prices listed in the current Work Order Form and shall conform to the specifications and requirements of the Plumbing Code and all related Plumbing Standards. The Contractor is prohibited from providing any repair work outside the attached scope of work without prior approval of the Inspector and the signed (Change Order) by the Property Owner.

The HELP Inspector, prior to the closing of the plumber's ditch, must inspect all completed repair work. The Contractor must secure the signature of the Inspector. Contractor must provide completed and signed Certification and Guarantee Forms to the Inspector at the time of final inspection.

Invoices with supporting documentation must be submitted to PWD within TEN (10) business days of completion of the plumbing repairs. Send to:

**Philadelphia Water Department
HELP – 3rd Floor
1101 Market Street
Philadelphia, PA 19107**

Attachment "B2"

**Philadelphia Water Department
HELP Program
Standard Sewer Lateral Work Order**

Work Order #:

Date:

Time:

Work Order Expiration Date:

P.O. Number

Job Desc:

Special Instructions:

Contractor:

Property Owner:

Property Address:

Work Phone:

Home Phone:

Other Phone:

Other Phone Desc:

L055	Replace Lateral: Curb Trap 4" or 5" Includes FAI	1	\$1,200.00
L060	Replace Lateral: Over 8 ft. Cast Iron 4" or 5"	3	\$240.00
L170	Permit Fee	1	\$54.00
L999	Back Hoe/Operator	1	\$550.00
L999	Over 8 FT	1	\$.00
TOTAL>>>>:			\$2,044.00

ATTACHMENT "C, C-2, C-3,
AND C-4"

PWD

BASEMENT PROTECTION PROGRAM

SCOPE OF WORK

INSPECTION ORDER

WORK ORDER FORM

Attachment "C"

**Philadelphia Water Department
Basement Protection Program
Scope of Work**

Work Order #:

P.O. Number:

Date:

Special Instruction:

Contractor:

Name:

Address:

City:

Fax Number:

Property Owner:

Name:

Address:

Phone:

PWD authorizes the above named plumbing contractor to complete the repairs and install backwater devices as listed in the Scope of Work (SOW). The contractor must ensure that the required forms are signed by the property owner allowing the repair and installation to be completed.

All work and installation shall be done for the prices stated. The contractor is prohibited from providing any repair work outside the SOW without prior approval of the inspector and the signed statement (CHANGE ORDER) by the property owner. Contractor must provide all maintenance documents related to any backwater valve installed.

Invoices with supporting documentation must be submitted to PWD within Ten (10) business days of completion of the plumbing repairs.

This inspection should be completed within the guidelines of the BPP and should conform to the specifications and requirements of the Plumbing Code and all related Plumbing Standards.

Whenever requested by PWD the Contractor must obtain the signature of the Property Owner on the Authorization Form prior to initiating any work at the Property.

Contractor will contact and meet the program Inspector to review the Property Owner's concerns and develop a Scope of Work listing the possible repairs that can correct the condition of surcharge of the City sewer.

Invoices with supporting documentation must be submitted to PWD within Ten (10) business days of completion of the plumbing repairs.

Philadelphia Water Department Basement Protection Program

Work Authorization

The Philadelphia Water Department (PWD) has determined that work to your sewer drainage line is needed at the property listed below:

Address: _____

Philadelphia, PA 191 _____

I certify that I am the Owner of the above Property and I hereby grant to the Philadelphia Water Department (PWD) and PWD-designated contractors (Contractors) the right to enter my property and perform such inspections, drain cleaning, excavations, repairs, and testing as determined reasonably necessary for the development of a work order and the completion of plumbing repairs.

All concrete/brick repairs shall be warranted for a period of two (2) years following the completion of repaving.

Owner

Date

Owner

Date

**Philadelphia Water Department
Basement Protection Program
Inspection Order**

Work Order:

Date:

Contractor:

Property Owner:

Name:

Name:

Address:

Address:

City:

Fax Number:

Phone:

Initial Inspection Date:

Appointment Time:

Program Inspector:

PWD authorizes the above named plumbing contractor _____ in conjunction with the Basement Protection Program Inspector to perform an inspection to determine the plumbing repair work needed to develop a Scope of Work needed to relieve and correct the possible excess water that could have been caused by a backup condition of the City sewer for the above Property Owner.

This inspection should be completed within the guidelines of the BPP and should conform to the specifications and requirements of the Plumbing Code and all related Plumbing Standards.

Whenever requested by PWD the Contractor must obtain the signature of the Property Owner on the Authorization Form prior to initiating any work at the Property.

Contractor will contact and meet the program Inspector to review the Property Owner's concerns and develop a Scope of Work listing the possible repairs that can correct the condition of surcharge of the City sewer.

Attachment "C4"

PLUMBING REPAIR PROGRAMS BPP SCOPE OF WORK		CITY OF PHILADELPHIA WATER DEPARTMENT	ORDER NUMBER
ORDER NUMBER	CHANGE NUMBER		CASE NUMBER
CUSTOMER NAME		CONTRACTOR	
CUSTOMER ADDRESS		SURVEY NUMBER	
SIGNATURE			
WORK ORDER FORM			
REPAIR DESCRIPTION			
DESCRIPTION OF WORK TO BE PERFORMED			
HOMEOWNER			DATE
HOMEOWNER			DATE
CONTRACTOR			DATE
AUTHORIZATION GIVEN BY (PWD ONLY)			DATE

ATTACHMENT "D, D-2, D-3,
AND D-4"

PWD

CROSS CONNECTION PROGRAM

SEWER WORK ORDER FORM

WORK AUTHORIZATION FORM

PLUMBING CONTRACTOR'S
CERTIFICATION & GUARANTEE
FORM

**Philadelphia Water Department
Cross Connection Program
Sewer Work Order**

Work Order #:

Date:

Time:

Work Order Expiration Date:

P.O. Number:

Job Desc:

Special Instructions:

Contractor:

Property Owner:

Property Address:

Work Phone:

Home Phone:

Other Phone:

Other Phone Desc:

PWD authorizes the HELP Inspector to inspect the above Property for the purpose of abating cross connections to the City's sewer and developing a scope of work for drainage repairs, to authorize drain cleaning and inspect the repairs completed by the HELP-assigned Contractor.

Prior to initiating any work, the Inspector must obtain the written authorization of the Property Owner.

All completed repair work must be dye tested prior to closing the plumber's ditch.

The scope of work must be referred to a HELP- assigned Contractor within FIVE (5) business days. Submit the Certification Form and payment authorization within TEN (10) business days of the completion of the plumbing repair.

The HELP Inspector, prior to the closing of the plumber's ditch, must inspect all completed repair work.

**Philadelphia Water Department
Cross Connection Program
Sewer Work Order**

Work Order #:
Work Order Expiration Date:

Date:
P.O. Number:

Time:

Job Desc:

Special Instructions:

Contractor:

Property Owner:
Property Address:

Work Phone:
Other Phone:

Home Phone:
Other Phone Desc:

L055 Replace Lateral: Curb Trap 4" or 5" Includes FAI	1	\$1,200.00
L060 Replace Lateral: Over 8ft. Cast Iron 4" or 5"	18	\$1,440.00
L090 Replace Lateral: Storm Trap in same ditch as Sanitary	1	\$1,325.00
L100 Replace Lateral: Storm Trap Cast Iron in same ditch as Sanitary	18	\$900.00
L170 Permit Fee	1	\$54.00
L999 Backhoe	1	\$550.00

TOTAL>>>>: \$5,469.00

PHILADELPHIA WATER DEPARTMENT

DEFECTIVE LATERAL - CROSS CONNECTION REPAIR PROGRAM

WORK AUTHORIZATION

The Philadelphia Water Department ("PWD") has determined that work to your sewer drainage line is needed at the property listed below:

Property Address: _____

Philadelphia, PA 191 _____

I certify that I am the Owner of the above Property and I hereby grant to the Philadelphia Water Department ("PWD") and PWD-designated contractors ("Contractors") the right to enter my property and perform such inspections, drain cleanings, excavations, repairs and testing as determined reasonably necessary for the repair of the external Cross-Connection. I will not be required to compensate the Water Department or the Contractors for any services provided to repair the external Cross-Connection. The Contractor will guarantee all plumbing work for the period of ONE (1) year following the completion of the repairs.

The Contractor will guarantee all concrete/brick repairs for the period of TWO (2) years following the completion of the concrete/brick repairs.

Owner

Date

Owner

Date

**PLUMBING CONTRACTOR'S CERTIFICATION & GUARANTEE
PWD CROSS CONNECTION REPAIR PROGRAM**

Order No: _____ Date: _____

Owner/Customer: _____

Property Address: _____

I certify that I have completed the work at the above customer Property in accordance with attached Work Order, my agreement with the City of Philadelphia and the Philadelphia Plumbing Code.

I guarantee the labor and materials provided under agreement with the City of Philadelphia for the period of ONE (1) year from the date above. The Guarantee is for the benefit of and may be enforced by the above named Customer and/or the City of Philadelphia.

I guarantee the labor and concrete/brick repairs provided under agreement with the City of Philadelphia for the period of TWO (2) years from the date of paving/repair. (date _____) The guarantee is for the benefit of and may be enforced by the above named Customer and/or the City of Philadelphia.

Contractor: _____

Signed: _____

Title: _____

Amount Requested: \$ _____

INSPECTION CERTIFICATION

I hereby certify that the repairs listed on the attached Work Order have been inspected and found to be satisfactorily complete and in compliance with the Contractor's agreement with the City of Philadelphia. I certify that the costs and quantities reported herein are accurate and recommend that the Contractor be paid in accordance with the terms of the agreement.

PWD Inspector

Date

Work Order Amount \$ _____

Change Order Amount \$ _____

Change Order # _____

AUTHORIZED PAYMENT \$ _____

CUSTOMER CERTIFICATION

I acknowledge that the Contractor has provided plumbing repairs to my Property pursuant to the Water Department's Cross Connection Repair Program, and an inspection was performed by PWD. If I have complaints or concerns about the completed work I may contact the Contractor and the Water Department. I will not be required to compensate the City or the Contractors for any services provided to repair the Cross Connection unless other arrangements have been made.

Owner

Date

Owner

Date

ATTACHMENT "E"

HOME OWNER'S EMERGENCY

LOAN PROGRAM FORM

**PLUMBING CONTRACTOR'S CERTIFICATION & GUARANTEE
HOMEOWNER'S EMERGENCY LOAN PROGRAM**

Order No: _____

Date: _____

Owner/Customer: _____

Property Address: _____

I certify that I have completed the work at the above customer Property in accordance with attached Work Order, my agreement with the City of Philadelphia and the Philadelphia Plumbing Code.

I guarantee the labor and materials provided under agreement with the City of Philadelphia for the period of ONE (1) year from the date above. The Guarantee is for the benefit of and may be enforced by the above named Customer and/or the City of Philadelphia.

I guarantee the labor and concrete repairs provided under agreement with the City of Philadelphia for the period of TWO (2) years from the date of paving/repair. (date _____) The guarantee is for the benefit of and may be enforced by the above named Customer and/or the City of Philadelphia.

Contractor: _____

Signed: _____

Title: _____

Amount Requested: \$ _____

INSPECTION CERTIFICATION

I hereby certify that the repairs listed on the attached Work Order have been inspected and found to be satisfactorily complete and in compliance with the Contractor's agreement with the City of Philadelphia. I certify that the costs and quantities reported herein are accurate and recommend that the Contractor be paid in accordance with the terms of the agreement.

PWD Inspector

Date

Work Order Amount \$ _____

Change Order Amount \$ _____

Change Order # _____

AUTHORIZED PAYMENT \$ _____

CUSTOMER CERTIFICATION

I acknowledge the Contractor has provided plumbing repairs to my Property pursuant to the Water Department's HELP Program, and an inspection was performed by PWD. If I have complaints or concerns about the completed work I may contact the Contractor and the Water Department.

I acknowledge that: Total Cost of Repair Work (Loan Amount) is: \$ _____

My monthly payment is (Loan Amount ÷ 60): \$ _____

Owner

Date

Owner

Date

ATTACHMENT "F"

HOME OWNER'S EMERGENCY
LOAN PROGRAM AGREEMENT

Attachment "F"
Homeowner's Emergency Loan Program Agreement

Homeowner(s): _____

Property: _____, Philadelphia, PA 191____

The above Homeowner, owner of the Property, has entered into this Homeowner's Emergency Loan Program Agreement ("Agreement") with the City of Philadelphia ("City") through its Water Department ("PWD") to obtain a loan for the repair of a water service line and/or sewer lateral(s) at the Property on the below date, under the following terms and conditions.

Homeowner's Certification

1. Homeowner is record owner of the Property.
2. Homeowner resides at the Property.
3. Homeowner certifies that the Property does not contain more than four (4) separate units.
4. Homeowner is not delinquent by more than two billing cycles on his/her water/sewer/stormwater bill for the Property, or for any other property owned by Homeowner in the City of Philadelphia, except as may be covered by a current payment agreement with the Water Revenue Bureau ("WRB") or its agent(s).
5. If any false or incorrect information is supplied by Homeowner in the course of procuring this loan, PWD has the right to deny the loan, rescind the Agreement, and recover any outstanding payments due the City.

Scope and Completion of Repair Work

6. PWD or its agent(s) shall determine the scope of the repair work ("Repair Work") at the Property.
7. PWD shall select the plumbing contractor ("Contractor") to perform the Repair Work from plumbers under contract with the City.
8. Homeowner shall be granted one (1) year warranty by the Contractor covering the Repair Work. Homeowner shall be granted two (2) years warranty by the Contractor covering all concrete/brick repairs.

Payment Responsibilities

9. Homeowner is responsible for the Total Cost of the Repair work (as defined in Paragraph 10), payable to the WRB in sixty (60) equal monthly installments beginning with the first monthly bill. The loan is interest-free, unless the Homeowner is or has been in default of the Agreement. Interest and penalties shall then be accrued as set forth in Paragraph 14.
10. The Total Cost of the Repair Work shall equal the Initial Estimate (written in this Paragraph 10) plus adjustments (as described in Paragraphs 11 and 12) to that Initial Estimate.

The Initial Estimate for the Repair Work is \$ _____

The Total Cost of the Repair Work is \$ _____

11. The Total Cost of the Repair Work may be more or less than the Contractor's Initial Estimate. If PWD determines that the Total Cost of the Repair Work is more or less than the Contractor's Initial Estimate, Homeowner must authorize that the Repair Work be completed for the Total Cost by signing a Change Order. The loan amount shall be equal to the Total Cost of the Repair Work.
12. The Total Cost of the Repair Work shall be stated in the Certification and Guarantee provided to Homeowner upon PWD's inspection of the Repair Work. The Certification and Guarantee shall be attached to and incorporated into this Agreement.
13. Homeowner agrees that the City shall place a lien on the Property in the amount of the Total Cost of Repair Work. The City shall remove the lien upon repayment of the Total Cost of Repair Work. There shall be no penalty for prepayment of the loan.
14. Homeowner agrees that after two (2) consecutive missed payments the Homeowner has defaulted on the Agreement, and the outstanding balance immediately becomes due and payable without further notice. Additional charges that the Homeowner shall be responsible for upon default are: interest at the rate charged for water/sewer/stormwater overdue bills, a penalty fee of five percent on the total loan amount, and the cost of filing the lien. These charges will be added to the outstanding balance as part of the lien against the Property. Once default occurs, interest will still be accrued for the remaining term of the loan, even if the Homeowner subsequently satisfies the missed payments.
15. This Agreement constitutes the entire contract between Homeowner and PWD. There are no collateral or oral agreements or understandings. This Agreement shall not be modified in any manner unless an instrument in writing is executed by all parties to this Agreement.
16. Homeowner shall be subject to existing Regulations governing shut off of service.
17. Homeowner waives his or her right to appeal HELP loan bills to the Tax Review Board.

Homeowner is not required to participate in the program and is free to have the necessary repairs made without assistance from the City.

Philadelphia Water Department

Date

Homeowner

Date

Homeowner

Date

ATTACHMENT "G"

PWD

HOME OWNER'S EMERGENCY

LOAN PROGRAM

WORK AUTHORIZATION FORM

PHILADELPHIA WATER DEPARTMENT
HOMEOWNER'S EMERGENCY LOAN PROGRAM

WORK AUTHORIZATION

The Philadelphia Water Department ("PWD") has determined that work to your water service/supply line or sewer drainage line is needed at the property listed below:

Address: _____

Philadelphia, PA 191 _____

I certify that I am the Owner of the above Property and I hereby grant to the Philadelphia Water Department ("PWD") and PWD-designated contractors ("Contractors") the right to enter my Property and perform such inspections, drain cleanings, excavations, repairs and testing as determined reasonably necessary for the development of a work order and the completion of plumbing repairs.

Plumbing repairs shall carry a warranty for a period of ONE (1) year.

Concrete/brick repairs shall carry a warranty for a period of TWO (2) years.

Owner

Date

Owner

Date

ATTACHMENT "H, H-2, H-3 AND
H-4"

DEPARTMENT OF STREETS
REGULATIONS
FOR OPENING AND RESTORING
STREET OPENINGS



Attachment "H"

REGULATIONS

Department of Streets Regulations For Openings and Restoring Street Openings(Adopted June 1, 2006)

OPENINGS

Before proceeding with the opening of a street, the area immediately adjacent to the work site shall be made safe with lights, barricades or other devices approved by the Streets Department to insure the safety of the motoring public, pedestrians, and the individuals doing the work.

The equipment being used, whether stationary, such as a compressor, or active, such as a backhoe, shall be located and operated in a manner such that it may effectively be used to accomplish its designated work but at the same time its location and operation should offer a minimum of interference with vehicular and pedestrian traffic.

The material removed from the ditch shall be piled in a location adjacent to the ditch so that it does not interfere with vehicular and pedestrian traffic. Excavated materials in excess of the amount needed for backfill shall be removed and the street cleaned.

The top of a tunnel in a paved street shall not be less than five feet from the surface of the street and the tunnel shall not extend more than five feet from the curb.

No trenches or excavations shall be left open overnight unless approved by the Chief Highway Engineer. Open excavations shall be protected with concrete jersey barriers, steel plates, or other methods approved by the Chief Highway Engineer. Steel plates shall be pinned in each corner with a smooth headed pin that does not protrude above the plate more than 0.5 inches. The pins must extend into the street surface at least 3 inches. The plate must extend at least 12 inches beyond the edge of the excavation in all directions. The plate must be ramped with asphalt at least 6 inches wide. The plate must be removed immediately upon completion of permanent restoration.

BACKFILLING

Ditches and other street openings shall not be backfilled until all tests required by the various utility companies and/or the Water Department have been completed.

Trenches and other street openings shall be carefully backfilled with materials approved by the Streets Department and shall be equivalent to clean excavated soil, loam, sandy clay, sand and gravel.

The backfill shall be thoroughly compacted in layers not exceeding six inches by rolling tamping with mechanical rammers or by hand tamping with heavy iron tampers.

Upon completion of the backfill the street opening shall be made safe by topping the dirt backfill with an asphaltic cold mix paving material in a level plane with the surrounding roadway surface and not creating a hump or depression in the restoration area.

The refilling of all tunnels shall be thoroughly compacted by ramming. The surface over tunnel shall be broken down if required by the Streets Department, the opening shall be refilled and the refilling thoroughly compacted by ramming.

RESTORATION

Before restoration of the pavement, the base course shall be cut back six inches wider than the original opening on all sides. If the edge of the base course adjacent to and paralleling the curb is within two (2) feet of the edge of the paving or curb, after cut back, the paving shall be removed between the edge of the cut back and edge of paving or curb. The surface course shall be cut back six inches from the outer edge of the original opening. The thickness of the base course restoration shall equal the thickness of the existing pavement but shall not be less than eight inches in depth. This same depth applied to streets with stone black base or other types of temporary paving base. The concrete shall be brought up to the same level as the existing base course.

Just prior to the application of the asphalt top to the ditch, all exposed vertical surfaces of existing binder and surface course shall be painted with hot asphaltic cement. The surface of the concrete base shall be thoroughly cleaned and the application of a tack coat of bituminous material E-1 (AASHO Equivalent RS-1) in the amount of 1/15 of a gallon per square yard shall be applied.

Asphaltic binder shall be then installed up to one inch from the existing roadway surface and compacted, using either an approved mechanical roller or hot iron tampers weighing not less than 25 pounds.

The finished or wearing surface of the restored ditch shall match in kind the existing roadway surface pavement. It shall be installed and compacted in the same manner as the asphaltic binder. The topped of ditch shall have a smooth surface showing no evidence of honeycomb, roller or iron marks.

After topping is completed the seam between the existing surface course and the newly restored top shall be neatly sealed with asphaltic cement. If the ditch is to be immediately opened to traffic, dry sand, or Portland cement shall be evenly spread over the newly installed seal to prevent it being picked up or spread by automobile tires.

If the restoration is to be in finished concrete roadway paving, the dimensions shall be the same as for base restoration. The finished edge of restoration in concrete pavement shall be made with a concrete saw just prior to the paving operation. The minimum depth of cut shall be 1½ inches.

TIMING OF RESTORATION

Between July 1 and November 30 of each year, permanent restoration of all street openings less than twenty-five square yards in size shall be performed within thirty (30) days after backfilling. Between December 1 and March 31 of the following year, if inclement weather does not allow permanent restoration, street openings may be temporarily restored with cold patch and maintained until permanent restoration is performed.

SPECIAL SITUATIONS

There will be no cut back required for a ditch with a surface area one-half square yard or less.

If the ditch restoration occurs in a black base street or stone base country road, the concrete base restoration may be brought up to within one inch of the roadway surface.

Unless approved in writing by the Chief Highway Engineer, restorations in streets that have granite block, brick, or other special surfaces must be restored in kind.

The use of asphaltic or black base will be permitted only where a ditch has to be restored because the street must immediately be opened to traffic. Such cases would include ditches in track areas and streets with only one lane available for traffic. Black base may also be used to patch ditches in inclement weather or where the use of concrete would be impossible or impractical due to future construction. In all cases the permission of the Highway District engineer must be obtained in writing before black base can be used for ditch restoration.

PLUMBERS DITCHES

Plumbers shall comply with regulations governing the opening and backfilling of ditches. If they comply with said regulations, plumbers shall be responsible for their ditch openings for a period of thirty (30) days after receipt in the Street Department of the postal card supplied by the Department of Licenses and Inspections at the time the permit. If the backfilling and topping is inadequate, or was performed improperly, the plumber's responsibility for the opening shall continue.

Failure by the plumber to notify the City that an opening was made and backfilled will not release the plumber of responsibility and may be cause for the City to deny him any future permits.

* * * * *

ATTACHMENT "I, I-2, I-3 AND
I-5"

PRICING SCHEDULE

HELP AND CROSS CONNECTION PLUMBING REPAIR PROGRAM		CITY OF PHILADELPHIA	ORDER NUMBER	CASE NUMBER
ORDER NUMBER	CUSTOMER NAME	CHANGE ORDER	CONTRACTOR	
CUSTOMER ADDRESS		SURVEY DATE		
REPAIR DESCRIPTION	UNIT PRICE	QUANTITY	COST	
<u>Replacing Water Service includes installing a new Water Box</u> (Note to Contractors: New Curb Boxes and Fresh Cement are indicators that only a half-service may be needed)				
3/4" Water Service Repairs				
Curb to House (up to 12ft. 3/4" K copper)	\$1,035.00		\$	
Curb to Main (up to 12ft. 3/4" K copper)	\$1,515.00		\$	
Over 12ft. 3/4" K copper	\$55.00 lin. ft.		\$	
Main to Meter (up to 24ft. 3/4" K copper)	\$2,320.00		\$	
Replace 3/4" K copper in same trench as Lateral	\$55.00 lin. ft.		\$	
Footway Main to Meter (up to 15ft. 3/4" K copper)	\$1,680.00		\$	
1" Water Service Repairs				
Curb to House (up to 12ft. 1" K copper)	\$1,175.00		\$	
Curb to Main (up to 12ft. 1" K copper)	\$1,700.00		\$	
Over 12ft. 1" K copper	\$57.00 lin. ft.		\$	
Main to Meter (up to 24ft. 1" K copper)	\$2,640.00		\$	
Replace 1" K copper in same trench as Lateral	\$57.00 lin. ft.		\$	
Footway Main to Meter (up to 15ft. 1" K copper)	\$1,871.00		\$	
1-1/2" Water Service Repairs				
Curb to House (up to 12ft. 1-1/2" K copper)	\$1,575.00		\$	
Curb to Main (up to 12ft. 1-1/2" K copper)	\$2,140.00		\$	
Over 12ft. 1-1/2" K copper	\$65.00 lin. ft.		\$	
Main to Meter (up to 24ft. 1-1/2" K copper)	\$3,475.00		\$	
Replace 1-1/2" K copper in same trench as Lateral	\$65.00 lin. ft.		\$	
Footway Main to Meter (up to 15ft. 1-1/2" K copper)	\$2,335.00		\$	
2" Water Service Repairs				
Curb to House (up to 12ft. 2" K copper)	\$1,775.00		\$	
Curb to Main (up to 12ft. 2" K copper)	\$2,360.00		\$	
Over 12ft. 2" K copper	\$70.00 lin. ft.		\$	
Main to Meter (up to 24ft. 2" K copper)	\$3,890.00		\$	
Replace 2" K copper in same trench as Lateral	\$70.00 lin. ft.		\$	
Footway Main to Meter (up to 15ft. 2" K copper)	\$2,570.00		\$	
3/4" K copper (inside basement)	\$11.00 lin. ft.		\$	
1" K copper (inside basement)	\$13.00 lin. ft.		\$	
1-1/2" K copper (inside basement)	\$21.00 lin. ft.		\$	

ATTACHMENT 23

HELP AND CROSS CONNECTION PLUMBER REPAIR PROGRAM OF PHILADELPHIA WATER DEPARTMENT

ORDER NUMBER	CHANGE ORDER	CASE NUMBER	ORDER NUMBER
REPAIR DESCRIPTION			
		UNIT PRICE	QUANTITY COST
	Curb Trap (4" or 5") including Fresh Air Inlet	\$1,130.00	\$
	Curb Trap (6") including Fresh Air Inlet	\$1,350.00	\$
	Curb Trap to House (up to 8ft. Cast Iron)	\$1,790.00	\$
	Over 8ft. Cast Iron (4" or 5")	\$80.00 lin. Ft.	\$
	Over 8ft. Cast Iron (6")	\$100.00 lin. Ft.	\$
	Over 8ft. Cast Iron (8")	\$150.00 lin. Ft.	\$
	Cast Iron Pipe (10" & 12")	\$320.00 lin. ft.	\$
	Storm Lateral in same ditch as sanitary	\$50.00 lin. Ft.	\$
	Sanitary Lateral - Curb to Main (up to 8ft. Cast Iron)	\$1,975.00	\$
	Depth over 12ft.	\$150.00 ft.	\$
	Storm Trap in same ditch as sanitary	\$1,325.00	\$
	Storm Cast Iron in same ditch as sanitary	\$50.00 lin ft.	\$
	Storm Lateral (6") Curb to Main (up to 8ft. Cast Iron) (not in same ditch as sanitary lateral)	\$2,100.00	\$
	Drain Cleaning (Front/Rear)	\$140.00	\$
	Camera needed for Lateral Inspection & Labor	\$275.00	\$
	Jet Machine Cleaning (first 4 hours)	\$600.00	\$
	Cast Iron Fitting	\$100.00 ea	\$
	PVC Soil Pipe	\$15.00 lin. Ft.	\$
	PVC Soil Fitting	\$45.00 ea	\$
	Replace Rainleader Thru Wall	\$320.00	\$
	Replace Rainleader Cesspool	\$690.00	\$
	Replace Rainleader less Cesspool	\$630.00	\$
	Replace Cast Iron under basement floor (incl. excav/concrete)	\$65.00 lin. ft.	\$
	Replace Soil Pipe (Cast Iron above ground)	\$25.00 lin. Ft.	\$
	Repair Area Drain	\$320.00	\$
MISCELLANEOUS REPAIRS			
	Replace Downspout	\$5.00 lin. Ft.	\$
	Replace Domestic Supply Line 1/2"	\$7.00 lin. Ft.	\$
	Replace Domestic Supply Line 3/4"	\$8.00 lin. Ft.	\$
	Install Laundry Tray/Stand Pipe	\$65.00	\$
	Install 2" PVC Sink Vent:		
	2 Story	\$230.00	\$
	3 Story	\$345.00	\$

PLACEMAN 14

Install New Kitchen Sink Drain					\$115.00	\$
Install Sink Trap and Tail Piece					\$55.00 ea	\$
Replace Concrete Steps, w/bullnose					\$55.00 lin. Ft.	\$
Curbing (Actual)					\$40.00 lin. Ft.	\$
Backhoe and Operator					\$600.00	\$
Permit Fee						
Material Cost:				10% Mark Up		\$
Labor Cost			X	60/hour		\$
Labor Cost (After 4:00pm)			X	65/hour		\$
Cement/Brick					\$10.00 sq. ft.	\$
Miscellaneous						
TOTAL WORK ITEMS						
AUTHORIZATION GIVEN BY (PWD USE ONLY)						
CONTRACTOR'S SIGNATURE						
OWNER'S SIGNATURE						

ATTACHMENT "K" IS "

REPAIR DESCRIPTION	PVC - CAST IRON	UNIT PRICE	QUANTITY	COST
Backwater Valve Replacement Above Ground				
Install 4" - 6" Backwater Valve Front of Property	\$400.00 -	\$850.00		
Install 3" - 6" Backwater Valve Floor Drain	\$400.00 -	\$850.00		
Install 4" - 6" Backwater Valve in water closet	\$400.00 -	\$850.00		
Install New 1-1/2" - 2" PVC Backwater Valve on Utility Sink (Include Trap)		\$275.00		
Backwater Valve Replacement Below Ground				
Install 6" Backwater Valve/Curb Trap, and all associated material & fittings		\$2,750.00		
Disconnect Rainleader		\$75.00		
Cap Off Area Drain		\$75.00		
Backwater Valve Cover		\$100.00		
Rain Spout Cost and Installation				
10' x 3" Rd/Square		\$15.00 per ft.		
10' x 4" Rd/Square		\$17.00 per ft.		
3" - 90's (fitting)		\$14.00 per fitting		
4" - 90's (fitting)		\$16.00 per fitting		
PVC Piping (3" - 4")		\$15.00 per lin. ft.		
Permit Fees				
Miscellaneous				
Service Call (when repairs are not completed)		\$75.00		
TOTAL WORK ITEMS				

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
Te. 215 686 6365**

IN YOU ARE INTERESTED IN RECEIVING YOUR PAYMENTS ELECTRONICALLY RATHER THAN BY CHECK PLEASE SEE ATTACHED LETTER & ACH VENDOR ENROLLMENT AND CHANGE FORM.

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 states as the Bid opening.
- Note the City Anti-Discrimination Policy or Economic Opportunity Plan (EOP). If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- 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 the 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, 2012 – June 30, 2014

(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, 2012 to June 30, 2014**, complete the enclosed application and return it with a check for **\$200.00**. 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**" **2012 – 2014** 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: _____

E Mail Address: _____

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

A. Check payable to the City of Philadelphia in the amount of \$200.00 for 7/1/12 to 6/30/14
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

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

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by

the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 any applicable federal, state or local law or regulation. **Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 31 herein.**

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

25. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Managing Director's Office (MDO) may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

30. PROTECTION OF DISPLACED CONTRACT WORKERS. If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non-Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9-2300 of the Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

31. EQUAL BENEFITS. If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of \$250,000, Contractor shall, for employees providing services under the Service Contract who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

Contractor's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the Contractor against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach the Service Contract.

**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)