



**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 5% to 10%  
AND/OR  
WBE 5% to 10%

These ranges represent the percentage of MBE, WBE, DBE<sup>1</sup> 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**

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<sup>1</sup> "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.

**third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract, 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 agency<sup>2</sup> 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](http://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:

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<sup>2</sup>A list of "OEO approved certifying agencies" can be found at [www.phila.gov/oEO](http://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 Enterprises<sup>1</sup>**

**DEPARTMENT OF COMMERCE**  
**OFFICE OF ECONOMIC OPPORTUNITY (OEO)**

<b>Bid Number or Proposal Title:</b>		<b>Name of Bidder/Proposer:</b>				<b>Bid/RFP Opening Date:</b>	
<b>List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.</b>							
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		<b>Work or Supply Effort to be Performed</b>	<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s) If No Commitment</b>
<b>Company Name</b>			<b>By Phone</b>	<b>By Mail</b>	<b>Yes (If Yes, give date)</b>	<b>NO</b>	
<b>Address</b>							
<b>Contact Person</b>			<b>Quote Received</b>		<b>Amount Committed To</b>		
<b>Telephone Number</b> <b>Fax Number</b>			<b>YES<sup>2</sup></b>	<b>NO</b>	<b>Dollar Amount</b>		
<b>Email Address</b>					<b>\$</b>		
<b>OEO REGISTRY #</b>	<b>CERTIFYING AGENCY</b>				<b>Percent of Total Bid/RFP</b>		
				<b>%</b>			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		<b>Work or Supply Effort to be Performed</b>	<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s) If No Commitment</b>
<b>Company Name</b>			<b>By Phone</b>	<b>By Mail</b>	<b>Yes (If Yes, give date)</b>	<b>NO</b>	
<b>Address</b>							
<b>Contact Person</b>			<b>Quote Received</b>		<b>Amount Committed To</b>		
<b>Telephone Number</b> <b>Fax Number</b>			<b>YES<sup>2</sup></b>	<b>NO</b>	<b>Dollar Amount</b>		
<b>Email Address</b>					<b>\$</b>		
<b>OEO REGISTRY #</b>	<b>CERTIFYING AGENCY</b>				<b>Percent of Total Bid/RFP</b>		
				<b>%</b>			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		<b>Work or Supply Effort to be Performed</b>	<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s) If No Commitment</b>
<b>Company Name</b>			<b>By Phone</b>	<b>By Mail</b>	<b>Yes (If Yes, give date)</b>	<b>NO</b>	
<b>Address</b>							
<b>Contact Person</b>			<b>Quote Received</b>		<b>Amount Committed To</b>		
<b>Telephone Number</b> <b>Fax Number</b>			<b>YES<sup>2</sup></b>	<b>NO</b>	<b>Dollar Amount</b>		
<b>Email Address</b>					<b>\$</b>		
<b>OEO REGISTRY #</b>	<b>CERTIFYING AGENCY</b>				<b>Percent of Total Bid/RFP</b>		
				<b>%</b>			

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.  
09/2010

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S3YE7470</b>	PAGE OF <b>2 38</b>
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: Treatment of Foundation Walls - Parging and Waterproofing

1.2 CONTRACT TERM: Date of Award through one (1) year ("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.

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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 1<sup>st</sup> to June 30<sup>th</sup> inclusive.

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

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

1.4 METHODOLOGY OF ACQUISITION: Purchase only.

1.5 STATEMENT OF DIRECTION:

1.5.1 It is the intent of the City of Philadelphia to make an award for Treatment of Foundation Walls - Parging and Waterproofing for the Licenses and Inspections Department as specified herein during the contract period.

1.6 BID SECURITY

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

All bids submitted with a total greater than \$30,000.01 must be accompanied by the proper Bid Security.

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").

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**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 as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.7 BID INFORMATION:

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

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

1.7.3 The City assumes no responsibility for any representation made by any of its officers, agents or employees concerning the nature of the work or the general and local conditions unless such representation is included in the contract documents or addenda.

1.7.4 It is the sole responsibility of the Bidder(s) to ensure that they have received any and all addenda and the Procurement Commissioner may, at his or her discretion, reject any Bid for which all addenda have not been executed and returned in accordance with the instructions provided therein.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S3YE7470</b>	PAGE OF <b>5 38</b>
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1.7.5 **Permits and Licenses.** Unless otherwise noted elsewhere, the Contractor shall obtain all permits and licenses required by the City or pursuant to applicable law in connection with the performance of all of any part of the services required under the Contract, unless otherwise specifically directed.

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, 1<sup>st</sup> Floor, Municipal Services Building, 1401 JFK Boulevard.

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

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

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

1.8.6 By submitting a bid, the bidder certifies that he/she will become familiar with each project site and all conditions prior to commencement of work; and that all services can be completed for the amount bid and within the time specified in this bid.

1.8.7 SUBMITTALS

- A. Product Data: Submit product information sheets on all products used on the project.
- B. Test Reports: Independent agency reports showing compliance with specified performance criteria.
- C. Manufacturer's Maintenance Instructions.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S3YE7470</b>	PAGE OF <b>6 38</b>
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1.8.8

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

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

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

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

If applicable:

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

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

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

1.8.10 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".

1.8.11 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 \_\_\_\_\_

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1.8.12 BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by calling (215) 686-4720 or 4721, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. Questions, whether written, phoned or faxed should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. Exceptions taken **DO NOT** obligate the City to change the specifications.

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

1.9 **Bidder Pre-Qualification Questionnaire Package**

1.9.1 **First Package**

- 1.9.1.1 The City of Philadelphia is seeking qualified contractors to provide Parging, Waterproofing and Chain Link Fencing Services for abandoned residential structures.
- 1.9.1.2 Bidders will be required to briefly discuss or clarify their submission (and to put in writing) with representatives from L & I and Procurement prior to the bid opening.
- 1.9.1.3 The City is committed to only contracting with bidders who are qualified to meet all the specifications and requirements of this bid. As such, bidders are to respond to each element of this section. If the information requested does not apply to your firm, it must be so noted in the qualification submittal.
- 1.9.1.4 The qualification is to be organized as follows with all pages numbered and bid paragraphs specifically identified:
  - a) Table of Contents
  - b) General Information Per Section

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c) Capabilities & References Per Sections

d) Financials Per Section

1.9.1.5 **Confidential Information**

If the bidder chooses to include information of a confidential nature, then the City will exercise reasonable efforts to keep such material confidential to the extent permitted by law. The bidder shall separate all confidential material from the rest of the Bidder's Pre-Qualification Package and provide it in a sealed envelope, with each page of the confidential material marked "Confidential" and a cross reference designation in both the Pre-Qualification Package and in the confidential material so that the City can easily determine where the material belongs in the Pre-Qualification Package.

Any Pre-Qualification Package which contains confidential material must be accompanied by the following paragraph in the letter of transmittal:

1.9.1.5.1 "Pages \_\_\_\_\_ identified with the symbol \_\_\_\_\_ contain information that is a trade secret and/or which, if disclosed, could cause substantial injury to bidder's competitive position. (Bidder) requests that such information be used only for the evaluation of the proposal, and understands that disclosure will be limited only to the extent that the City determines is proper. If a contract is awarded to the bidder, the City will have the right to use or disclose the information as provided by law or in the contract. In any case, (Bidder) shall not hold the City liable for damages or in any other way for any disclosures that may occur."

1.9.1.6 **General Requirements**

1.9.1.6.1 The bidder is to give the following assurances and information and covenants that as a bidder it is fully qualified to provide residential construction services as listed in Section 2 of this Invitation and Bid.

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1.9.1.6.2 Provide a brief history of your organization and an executive summary signed by an officer that describes your company's qualifications, ability and experience in furnishing and delivering the required service as described in this bid.

1.9.1.6.3 No bid shall be accepted from any bidder having less than four (4) years experience in the business of providing stucco, parging, etc. services. The bidder is to indicate the number of years it has been in the residential construction business.

1.9.1.6.4 Bidders must also show evidence in its response that it has sufficient staff, equipment, and training to properly manage any service resulting from this contract together with a valid up-to-date license. Identify each submission to its applicable paragraph.

1.9.1.6.5 Bidders must be able to complete 5 properties per week.

1.9.1.7 **Capabilities and References:**

- a) List all contracts and experience your company has had with the City in the last three (3) years.
- b) List any contracts in the last three (3) years in which your company has failed to successfully complete. List any contractual arrangements which were canceled, found to be in default, terminated for default or not renewed for poor performance.
- c) Provide a minimum of three (3) contract references (other than the City) that your firm has provided Residential Construction Services for within the last five (5) years. These references should support your company's capability to meet a job of this bid's size and scope. Provide a detailed description for each contract.
  - i) The description, at a minimum, is to include the contract term, estimated annual contract value, nature of the work, and the name, address and telephone number of the customer's contract administrator. At the discretion of the City, these persons may be contacted.

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- d) The bidder shall provide to the City, in writing, a brief description per each paragraph on how it will meet each of the City's requirements stated in Section 2, Specifications. At a minimum the following must be addressed:
1. Staffing levels and equipment to be utilized to fulfill the requirements specified herein. Identify contractor's management team, its support team, their background and experience.
  2. The resumes of account supervisors other members of the company that the vendor will appoint to be ultimately responsible for the City's account.
  3. The resumes shall indicate the qualifications of the staff with, as a minimum, their positions in the firm, their degrees and applicable certifications, their total years in the firm, their types of experience and their job assignment for this program.
  4. A technical plan containing a detailed description of how the required services, as described in Section 2, "Specifications," will be provided and discussion of how the bidder(s) proposes to satisfy all minimum requirements of this Invitations and Bid.
  5. Procedures for dealing with City's complaints about the quality and availability of services.
- e) Describe any Notices of Violations, compliance orders, fines or penalties for regulatory noncompliance issued by any state or federal regulatory agency during the last five (5) years issued to your company under the terms of the contract resulting from this Invitation and Bid.
- f) List any performance bonds that were called the last five (5) years due to unsuccessful completion of the contract(s).
- g) State whether your company is delinquent in payment of any debts or obligations to the City of Philadelphia or its related agencies.

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1.9.1.8 **Financial Information**

Please provide the following information for your company and/or partners. Bidders are to identify each submission of required information to its applicable paragraph.

- a) A copy of your company's financial statements detailing balance sheet and profit and loss statement for the last eighteen (18) months. The city reserves the right to request audited statements.
- b) List bank reference(s), name and telephone number of a person familiar with your accounts, types of accounts, loans or lines or credit and relevant dates that accounts were established. These persons will be contacted by the City as references.
- c) List a minimum of three (3) supplier references, name and telephone number of a person familiar with your accounts, types of accounts, loans or lines of credit and relevant dates that accounts were established. These persons may be contacted by the City as references.
- d) List any law suits against your company or any of your officers or partners in the last five (5) years. Bidder shall describe any pending, contemplated or on-going administrative or judicial proceedings material to Bidder's business or finances including but not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency involving Bidder or any subcontractor Bidder plans to use for the services described in this bid.
- e) State whether your company, subsidiaries or affiliated organizations are delinquent in payment or any debts or obligations to the City of Philadelphia or its related agencies.
- f) If you are a partnership or a joint venture, give the date of the formation agreement, County and State where the agreement was filed, and name of each partner.
- g) If you are a corporation, give the date and state of incorporation and the name of the officers.

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h) Bidders are advised that the City of Philadelphia may require a performance bond as part of the resulting contract. List the Surety companies which have heretofore issued performance bonds to your company for prior contract(s). Give names and addresses of each Surety company, amount of each bond and the term of each bond. List any performance bonds that were called the last five years due to unsuccessful completion of any contract.

1.9.2

**Second Package**

The second package must be identified on the envelope as a bid document and show Bid NO.S3-YE7470 along with the opening date and name of the firm. This package must contain the fully executed bid documents, bid security check (if applicable) pricing pages, a fully executed contract backer, any addendums and bid processing fee. All bid pricing must be completed on the forms provided, be complete and be in ink or typed. Bid must be complete as to required signatures and corporate seal. Any bid submitted with counter terms and conditions may be disqualified.

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SECTION 1:

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

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

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

Phone No.: \_\_\_\_\_

Type Work: \_\_\_\_\_

Years dealing w/your firm: \_\_\_\_\_

SECTION 2:

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

Dept. Name: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

PO#/Contract#: \_\_\_\_\_

Items: \_\_\_\_\_

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1.10 NON-MANDATORY PRE-BID MEETING

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **March 6, 2013** at **1:00pm** in the Municipal Services Building, 1<sup>st</sup> Floor, Room 170A, 1401 J.F. K. 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.

SECTION 2: SPECIFICATIONS

2.1 Successful vendor(s) shall be required to supply The City of Philadelphia's Licenses and Inspections Department with residential Parging, Waterproofing, and additional work as listed in Sections 2 and 5 of this Invitation and Bid.

2.2 **GENERAL:**

2.2.1 **Contractor's Obligations** The services to be performed under the Contract(s) resulting from this Invitation and Bid are set forth in detail in section 2. The Contractor shall furnish all labor, materials and tools, and shall complete the services to the satisfaction of the City in the manner and within the time required in the Contract Documents at the prices set forth in this document. If at any time the Contractor's methods, workforce, or equipment appear to the City to be unsafe insufficient, or inadequate for the proper performance of the provisions of this Contract, the City may order the Contractor to make such changes as the City may deem necessary; and/or relieve the Contractor of its obligations under the Contract. The Contractor shall maintain an office where orders and instructions may be delivered, and shall give personal attention to the faithful performance of the services of the contract.

2.2.2 **CONSTRUCTION REQUIREMENTS**  
**Prosecution and Performance of Work** The Contractor's methods for the performance of work must be those best adapted for the safe, efficient, and expeditious prosecution of the work, with a minimum of interference to adjoining work sites, to adjoining properties, and to public traffic and convenience. The Contractor shall prosecute the work vigorously, without delay, and with such workforce and equipment as shall be satisfactory to Licenses and Inspections.

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- 2.2.3 The Contractor shall strictly conform to the orders, instructions and directions given, being expressly understood and agreed that the decision of Licenses and Inspections on any questions arising in connection with the performance of the work under Contract shall be binding and conclusive upon the Contractor.
- 2.2.4 The Contractor shall supervise and direct the work, and Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of its work under the Contract.
- 2.2.4.1 The awarded bidder shall make every effort not to park trucks, equipment, etc. on adjoining occupied residential properties.
- 2.2.5 Before commencing work, the Contractor, shall submit for approval its proposed methods of prosecution of the work, including the maintenance of both vehicular and pedestrian traffic; underpinning, bulk heading, shoring; sinking foundations; handling spoil; lighting; fencing; street surfaces; drainage; and all other branches of its work operation. Such approval is intended to safeguard the City's interest, but such approval will not be deemed to relieve the Contractor of its obligation or responsibility for the safe and proper conduct of the work.
- 2.2.6 The City reserves the right to inspect all aspects of the successful bidder(s) operation during the contract term. Inspection or failure to inspect shall not relieve the successful bidder of any duty, responsibility, or liability provided by law or contract.
- 2.2.7 The Contractor shall at all times enforce good discipline and order among its employees, and shall not employ any unfit person or anyone not skilled in the task assigned. Any contact by the Contractor or its employees with adjacent property owners, passing motorists or pedestrians, and the general public shall at all times be professional, courteous, and respectful.
- 2.2.8 **Materials and Workmanship** The materials used in the work under this Contract shall conform to the requirements of the Procurement Specifications (Attached is Specification 24T-2C:01). Where no requirements are specified for materials or for the methods of testing materials or equipment, such materials or methods shall at least be equal to the latest standard or tentative specifications of nationally recognized standardizing agencies, such as the American Society of Mechanical Engineers, the latest codes of the National Board of Fire Underwriters or, as they apply and any regulations of the City.

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2.2.9 **Investigation of Work** Should the Project Coordinator at any time have reason to suspect that the Contractor may have delivered any unsuitable, unfit or otherwise defective work, the Project Coordinator may order an investigation thereof, and the Contractor shall furnish the necessary labor and equipment for such investigation. If the City finds that any part of the work is defective, the Contractor shall repair, replace or reconstruct such work to the satisfaction of the Project Coordinator; and the cost thereof and of such investigation shall be the sole responsibility of the Contractor. If the work is found to be in accordance with the Contract Documents, the City will reimburse the Contractor, for the expense of the examination.

2.2.10 **Defective Work or Material** The Contractor shall remove, at its own expense, any work or material rejected by the Project Coordinator as being unsuitable, unfit, or otherwise defective and not in accordance with Contract Documents; and shall repair, replace or reconstruct the same without additional compensation. Failure to do so shall be deemed a violation of Contract and shall be subject to the provisions of the Contract concerning violations and defaults. Any omission or failure on the part of the Project Coordinator to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

Any work or material that has been determined by the Project Coordinator which cannot be remedied or does not require total replacement, the Project Coordinator shall determine an appropriate credit due the City from the Contractor.

2.2.11 **Structures Interfering with Construction** During the course of work, the Contractor determines that any of the existing structures occupy space required by the structure or its appurtenances to be constructed under the Contract or that such structures are so situated as to render it impracticable, in the opinion of the Project Coordinator, to do the work called for under the Contract in the manner specified, the Contractor shall excavate and uncover the portions of such structures in service and shall notify the Project Coordinator, who will, if reasonably practicable, arrange for the alteration, relocation, or removal of the interfering structures or appurtenances within a reasonable time.

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2.2.11.1 The contractor shall not move nor disturb such structures in any way without prior approval by the owners thereof, and the approval of the Project Coordinator. Any such action by the Contractor shall be at the Contractor's sole cost, risk, and expense. Structures belonging to the public utility companies, which are ordered by the Project Coordinator to be removed or relocated, will be so removed or relocated and permanent supports placed, in general by their owners without cost to the Contractor.

2.2.11.2 The Contractor, however, shall support and protect them up to the time of their removal; shall co-operate with such owners during the process of relocation, and shall maintain and protect such structures if and when such structures are relocated within the Project site or immediately adjacent thereto. Such work shall be done without additional compensation.

2.2.12 **Work in Freezing Weather.** Masonry of all kinds, pointing, grouting, plastering, and other work subject to the action of frost shall not be done when exposed to freezing weather, except under conditions where the Project Coordinator may specifically direct or permit such work, subject to the heating of materials, the protection of finished work and such other measures as may be deemed necessary. If operations are suspended on account of freezing weather, the entire work shall be properly protected until the resumption of work is permitted.

2.2.12.1 If a suspension of the work on account of freezing weather or from any other cause is deemed necessary, the site shall be cleaned up, left in good order, and continuously maintained by the Contractor during the period of such suspension. L&I must be notified of any stoppage of work. Contractors must also notify L&I when work resumes. Failure to notify L&I may incur liquidated damages as specified in 4.2.4.1.

**Contact Persons:**  
Stephanie Gallagher: (215) 686-2481

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- 2.2.13 **Access to Fire Hydrants and Fire Alarm Boxes**-Fire hydrants shall be left at all times clear of obstructions and readily accessible to fire apparatus. No material or other obstructions shall be placed within ten (10) feet of a fire hydrant. Fire alarm boxes shall be supported and protected and maintained so as to be readily accessible and open to view. Excavation shall be decked or bridged, where necessary, to permit the safe passage of fire apparatus and to give access to fire hydrants and to adjacent buildings for the extinguishing of fires. Where necessary, branch pipes shall be extended from the nozzles of the fire hydrants to the mains. Fire hydrants and any branch pipes shall be protected from freezing. The fire hydrants (particularly the high pressure type) shall, where necessary, be braced or tied to the connecting pipes to prevent movement under water pressure.
- 2.2.14 **Clean-up of Project Site** - The Contractor and its Subcontractors shall remove all rubbish or refuse from the Project site daily and as the work progresses the Contractor shall carefully clean and keep the Project site clean from such rubbish and refuse. The Contractor shall furnish to the Project Coordinator, upon request, all documentation regarding the proper disposal of all rubbish, soil, refuse, and other debris. The clean-up work shall be governed by the record of existing conditions made and filed with the Department prior to the commencement of work.
- 2.2.15 **Maintenance after Completion and Contractor's Guarantee**
- a) The Contractor shall guarantee the work against defects in materials and workmanship for a period of one (1) year from the date of completion and acceptance by the City, unless a longer period is specified in accordance with the Technical Specifications.
  - b) If, within the one (1) year period of guarantee, any of the work shall prove to be defective either in materials or workmanship, or if damage occurs by settlement of the backfill, the Contractor shall immediately, upon demand of the Project Coordinator (whose decision as to such inadequacy, insufficiency, or defectiveness shall be binding and conclusive upon the Parties hereto), repair and replace the same in accordance with the plans and technical specifications; and shall repair and replace any damage to other parts or structures at the Contractor's sole cost and expense, without cost or expense to the City and to the approval and complete satisfaction of the Project Coordinator.

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c) Should the Contractor or its sureties fail to comply with the orders of the Project Coordinator to replace or repair defective materials, workmanship as stated within the time specified in subparagraph (a) above, the Operating Commissioner shall notify the Procurement Commissioner, who shall have the right to declare the Contractor or its surety, or both, in default and to proceed with the correction of the defect in accordance with the "default of contract" methods provided herein.

2.2.16 **Termination for the Convenience of the City** The City may terminate performance of services and furnishing of materials under this Contract at any time during the term of the Contract, for any reason, including, and without limitation, the City's own convenience. Written notice of termination shall be sent to the Contractor by the Procurement Commissioner which shall set forth the effective date of the termination. Upon receipt of such notice of termination, the Contractor shall stop all services and furnishing materials under the Contract. Upon termination for convenience, the City shall be liable only for the cost and profit on the services and materials then completed and furnished by the Contractor. The City shall have no additional liability or cost, for termination of the Contract, including but not limited to any penalty; the Contractor's anticipated profits or any loss on the services terminated. Termination of the Contract shall not affect any obligation or liabilities of either Party accruing prior to termination.

2.2.17 **DESCRIPTION OF WORK**  
The below specifications cover the requirements, quality and procedures to be met by the awarded bidder(s) for residential stucco/parging work to existing structures for the Department of Licenses and Inspection (L & I).

2.2.18 The awarded bidder(s) shall furnish all labor, material, and equipment necessary to begin the work specified below within five (5) working days, weather permitting and be completed within thirty (30) days unless otherwise specified by License and Inspection.

2.2.18.1 Licenses and Inspections must be notified if work has not started within five (5) days or if work has stopped for any reason. Contractors must also notify L&I when work resumes. Failure to notify L&I may incur liquidated damages as specified in 4.2.4.1

**Contact Persons:**

Stephanie Gallagher: (215) 686-2481

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**2.3 PARGING AND WATER PROOFING**

2.3.1 **26210 002 001**

Parging and Waterproofing, contractor shall furnish all labor, material and equipment necessary for waterproofing of foundation walls in accordance with Proc. Dept. Specification 24-T-2c:01. All waterproofing delivered under this contract shall carry a one year warranty that will commence upon acceptance by the City. During this warranty period the vendor shall provide all necessary repairs and adjustments to the city at no additional charge. Priced per each job.

**2.4 Chain Link Fence Removal and Reinstallation**

2.4.1 **26210 002 002**

Fencing, removal and reinstallation of existing fence, when necessary, at the work site, replacing whatever is required, priced per linear foot regardless of the height or material composition of the fence, liner feet (LF).

**2.5 Top Soil**

2.5.1 **26210 002 014**

Top soil, additional as requested to be added to the graded lot. Priced per ton.

**2.6 Fencing**

2.6.1 **26210 002 015**

Post and rail fencing priced per linear foot.

2.6.1.1 **Framing Posts**

- A.** 4" X 4" Arsenic-free pressure treated lumber five (5) feet in length, in accordance with AWPA C2 - Lumber, timber, Bridge Ties and Mine Ties Preservative Treatment by Pressure Processes; American Wood-Preservers' Association.
- B.** 2" X 6" Post Caps
- C.** 2-1/2" Deck Screws

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- D. Aggregate for post footing: crushed stone, gravel, shale, limestone, etc. The aggregate size should be  $\frac{3}{4}$  inch to  $\frac{3}{8}$  inch in size. Clay, dirt and/or organic compounds, should not exceed 3% of the total volume of aggregate.
- E. Concrete for Post Footings: 3000 PSI compressive strength at 28 days.

2.6.1.2 **Rail**

- A. 2" x 6" Arsenic-free pressure treated lumber eight (8) feet in length, in accordance with AWPA C2-Lumber, Timber, Bridge Ties and Mine Ties Preservative Treatment by Pressure Processes: American Wood-Preserves Association.
- B. 2-3/8" Carriage Bolts with Locknuts.

2.6.1.3 **Preparation**

- A. Field Verification: Verify that the grading operations have been completed before beginning fence installation operations.
- B. Verify the exact location and elevation of all underground utilities and other structures before starting work. Call PA One call System at 1-800-242-1776.
- C. Use extreme care to protect all existing elements from damage or displacement. Remove any debris or trash unearthed during excavation and dispose of legally.

2.6.1.4 **Installation**

- A. General Requirements for fence posts
  1. Post Spacing and Layout. Determine where the fence will be placed. Establish the location of each post and the number of posts that will be used. The maximum spacing between each post is eight (8) feet.
  2. Post Footing Excavations: Excavate hole in firm, undisturbed or compacted soil. Drill or dig holes for the wooden posts into a depth of thirty (30) inches, with a diameter of at least one (1) foot.

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3. Aggregate Footing Work: Place four (4) inches of aggregate base in the excavate hole to provide a firm footing. The aggregate should be made firm and compact. Position the pressure-treated wood post on the four (4) inch tamped aggregate base in the whole and place another two (2) inches of aggregate around the post for drainage. Tamp the added two (2) inches of aggregate.
4. Concrete Footing Work: Situate the wooden post true and plum with the ground, while filling the hole with concrete. Place concrete around posts in continuous pour. The concrete should not engulf the bottom of the post. Tamp the concrete for consolidation. Take care to slope the top of the concrete away from the wood post for drainage purposes. Top of posts shall be thirty four (34) inches above the grade.
5. Grading of Footing: After the concrete has hardened Use the soil excavated from the hole to grade the area around the finished concrete footing. Dispose of the excess soil not used in grading, on site in areas determined by the Inspector.
6. Repeat step 2-5 for each fence post.

**B. General Requirements for Fence Railing**

1. Attaching Railing: After the posts are put in place, attach the 2" x 6" pressure treated Lumber. Two (2) 2" x 6" will cross between the posts. The 2" x 6" are attached flat against the post with six (6) inch side in contract with the post. The lower 2" x 6" base should be eleven (11) inches above the ground. The top of the upper 2" x 6" should be placed two (2) inch below the pinnacle of the post. Center the wooden 2" x 6"'s on the post and attach the 2" x 6" using two 2-3/8" Carriage bolts on each side of the 2" x 6"'s.
2. Repeat Step 1 until all of the posts have (2) 2" x 6"'s spanning them.

**C. General Requirement for Post Caps**

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1. Preparing Posts: Cut the top of the 4" x 4" pressure-treated wood posts at a thirty (30) degree angle.
2. Attach the 2" x 6" caps to the top of the post using 2-1/2 inch deck screws.

2.7 **Seeding**

2.7.1 **26210 002 016**

Seeding is priced per square foot.

**A. Preparation**

1. Remove surface rock or other foreign objects exceeding three inches in greater dimension. Dispose of such rock and debris in a lawful manner off site.

**B. Placement:** Place topsoil over areas indicated for new grading contours. Before topsoil Placement, construction work in topsoiled areas shall have been completed. Observe precautions as follows.

- 1 Do not place topsoil over areas indicated to receive paving or walkways.
2. Do not work topsoil while frozen or wet. Do not work topsoil in a dusting condition but moisten same to prevent a dust nuisance.
3. Scarify subsoil to a depth of two inches for bonding topsoil with subsoil.
4. Place topsoil as needed for dressing-up minor depressions due to settling and erosion and to eliminate other minor irregularities.
5. On sloped areas, work topsoil to blend as to eliminate slip-planing between the two soils; but leave a sufficient cover of topsoil to insure seed germination. Perform such blending of soils by ridging or serrating the subsoil on the slopes.

**C. Finish Elevations and Lines:** Grade topsoiled areas of the site to within a tolerance of plus or minus one-tenth (1/10) of a foot of the elevations of surrounding grade accordance with the following:

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1. Do not finish grade topsoil to a depth less than six inches nor greater than twelve (12) inches.
2. Leave finish grade surfaces free of objectionable materials larger than one (1) inch in greatest dimension. Dispose of such objectionable material in a legal disposal area off site.
3. Grade a uniform longitudinal fall in swales and other surface drainage areas to provide a drainage flow line that can easily be maintained and traversed with normal lawn maintenance equipment.
4. Establish finish grade of topsoil one half (1/2) to three fourths (3/4) inch below top of abutting walks or paving to provide positive drainage of same.

**D.** Compaction: Compact finish grades as the final operation using a light roller weighing not over 120 pounds per foot-width of roller.

**E.** Tillage: Till finish graded soil over areas indicated for lawn regardless of type of lawn work performed. Use equipment and methods common to such work, and till soil to a two (2) inch depth minimum.

**F.** Soil Supplement Addition: The soil supplements for lawn areas as required according to the Inspector approved Laboratory test reports, may be incorporated into the soil during tillage operations.

**G.** Seeding: Sow seed mixtures when air current is low and not more than five days after soil supplements have been applied. Sow seeds in two applications using either mechanical power seeders or mechanical hand seeders. Sow one-half (1/2) of the seed mixture in one direction over designated areas and the remainder at right angles to the first sowing. Seeding rates as follows:

1. Grass Seed Mixture: Five pounds per 1,000 sq ft. areas.

**H.** Seed Cover: Imbed seed mixtures into topsoil one fourth (1/4) inch using a light drag or rake and moving in directions parallel to the contour lines. Immediately after dragging or raking compact seeded areas using a cultipacker or similar design lawn roller, weighing 60 to 90 pounds per linear foot of roller and roll at right angles to existing slopes.

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- I. Lawn Mulching: Evenly apply mulch over seeded areas not more than 48 hours after seeding. Start mulching at windward side of relatively flat areas, or at the upper part of slopes. Spread mulch in a total coverage at a depth not less than one and one half (1-1/2) inches nor more than three (3) inches.
- J. Maintenance Operations shall begin immediately after seeding and shall continue throughout the construction time and guarantee period.
  - 1. Seeded Areas: Keep seed moist continually for proper germination and water thereafter as necessary to prevent drying out or burning. Reseed areas not showing a prompt catch of grass, correct depressions and irregularities and reseed; repeat until complete coverage is obtained. Cut seeded areas at required intervals to maintain grass at a maximum height of two and a half (2-1/2) inches.
- K. At conclusion of maintenance period, the Inspector shall make an inspection of the lawn work and determine condition of acceptance. Make such additional repairs as required by the Inspector. Perform such work at no expense to the City.

## 2.8 Pricing

- 2.8.1 **26210 002 001**  
**Parging and Water Proofing**  
Estimated quantities: Fifty (50) each.
- 2.8.2 **26210 002 002**  
**Chain Link Fence Removal and Reinstallation**  
Estimated Quantities: Three hundred (300) Linear Feet.
- 2.8.3 **26210 002 014**  
**Top Soil**  
Estimated Quantities: Fifty (50) Tons.
- 2.8.4 **26210 002 015**  
**Fencing**  
Estimated Quantities: Five hundred and twenty eight (528) Linear Feet.
- 2.8.1.4.1 **26210-002-016**  
Top soil and seeding for Vacant Lot Cleanup.  
Estimated Quantities: Twenty thousand (20,000) Square Feet.

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SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

- 3.1.1 Bid will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
- (i) improper bid security
  - (ii) improper bid execution
  - (iii) incompleteness
  - (iv) offering counter terms and conditions
  - (v) improper or incomplete execution of OE documents (if applicable)

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

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

3.2 AWARD

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

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3.2.3 If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder.

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

3.2.4 Performance Security

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

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

OR

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

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.

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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:**

- 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, 14<sup>th</sup> Floor, Philadelphia, PA 19102, Attn. Debbie Lawton or FAX to (215) 683-1705.

## SECTION 4: CONTRACT MANAGEMENT

### 4.1 CITY OF PHILADELPHIA RESPONSIBILITY

#### 4.1.1 Order Against Contracts

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

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

4.1.3 The Licenses and Inspections Department is 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 rights to add, delete and/or acquire products/services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

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

4.1.5 **Materials Testing:**  
The City of Philadelphia, may, during the life of this contract, supply a delivered product from this contract to the Materials Testing Laboratory. These products shall be tested to ensure conformance with bid specifications. If product fails, or is different form product supplied at award stage, rejection procedures will be implemented.

4.2 VENDOR RESPONSIBILITY

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

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- 4.2.2 Contractor may deliver only products, services or equipment at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 Contractors may deliver products, services or equipment up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 DELIVERY:
- Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. **VENDOR NOTE:** In Section 5, specify delivery if other than 30 days.
- 4.2.4.1 Liquidated Damages
- Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.
- 4.2.5 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
- (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.6 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.
- 4.2.7 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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4.2.8 Approval of Work

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return are to be at the sole expense of the Contractor.

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

4.2.10 **Recycling Information Request:**

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

Product bid contains recycled content? YES  NO

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

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

Is your product shipped in returnable Containers?  
YES  NO

4.2.11 Invoices/Receipts

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

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

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4.2.11.3 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.
- (f) For Time and Material type invoices see 4.2.12.2 above.

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.

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

4.3 **Prevailing Wage Provisions.** The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled Contractors: Labor-Management Relationships." It is also subject to all regulations and procedures adopted there under.

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- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.
- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
- e. All contractors and subcontractors performing city-work shall automatically file with the Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.

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- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.
- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.
- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215-686-4720/21.

**SEE ATTACHED APPLICABLE WAGE SCHEDULE**

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CITY OF PHILADELPHIA

Hourly Prevailing Wage Rate Schedule

	<u>Base Rate</u>	<u>Fringe Benefits</u>
<u>CLASSIFICATION</u>		
Laborer	\$25.15	\$23.00

Notes of Interest:

- (1) On all overtime hours, fringe benefits will be paid at the Straight (base) rate only.
- (2) Contractors are advised to contact the Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.

Procurement Department  
Municipal Services Building  
1401 J.F.K. Boulevard - 1st Floor  
Philadelphia, PA 19102-1670  
Telephone Numbers: (215) 686-4720/21  
Fax Number: (215) 686-4767

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4.3.1 **PRICE INCREASE OR DECREASE:**

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

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

or

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

For each renewal period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers - Philadelphia of the Consumer Price Index (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for December of the **applicable year of the renewal.**

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

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

**Failure to notify the City within the time frame specified in 4.3.1 will result in a commensurate delay in implementing the price change.**

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S3YE7470</b>	PAGE OF <b>38 38</b>
		FIRM NAME (Must be filled in)	

**SECTION 5: PRICING**

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

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

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
5.1	<b>Parging, Waterproofing and Additional Work</b>				
5.1.1	<b>26210 002 001</b> Parging and Waterproofing	50	EA	\$ _____	\$ _____
5.1.2	<b>26210 002 002</b> Chain Link Fence Removal and Reinstallation	300	LF	\$ _____	\$ _____
5.1.3	<b>26210 002 014</b> Top Soil, Additional As required	50	TN	\$ _____	\$ _____
5.1.4	<b>26210 002 015</b> Post and Rail Fencing	528	LF	\$ _____	\$ _____
5.1.5	<b>26210 002 016</b> Seeding	20,000	SF	\$ _____	\$ _____

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

**ATTACHMENT “A”**

**CITY OF PHILADELPHIA**

**PROCUREMENT  
SPECIFICATION  
NO. 24-T-2c:01**



**TREATMENT OF  
FOUNDATION WALLS**

**1. CLASSIFICATION:**

This specification covers the procedure and requirements to be met by contractors who receive(s) awards for exterior basement wall treatment from the City of Philadelphia, Department of Licenses and Inspections.

**2. REQUIREMENTS:**

- 2.1 Contractor shall furnish all labor, material and equipment necessary to waterproof foundation wall(s). Work shall be guaranteed for a period of one (1) year and contractor will return at his own cost if a leak develops.
- 2.2 Upon notification of award, contractor shall complete work within ten (10) working days.
- 2.3 Application - Skilled journeymen plasterers and standard manual application techniques shall be used.

**2.4 METHOD:**

- 2.4.1 Contractor shall clean and remove all loose and foreign material from wall(s).
- 2.4.2 Contractor shall thoroughly dampen foundation wall(s) before commencing work.
- 2.4.3 Contractor shall fill all voids, and then dash foundation to form a minimum thickness of 3/4" with Portland Cement, subject to Department approval.
- 2.4.4 Foundation wall(s) shall be coated with thixotropic mastic by trowel in two (2) separate coats, subject to Department approval.
- 2.4.5 Contractor shall protect the foundation wall(s) during backfill operations and acquaint himself with inspection procedures. The

City reserves the right to inspect this material and installation thereof and to reject any job.

2.4.6 Contractor shall grade lot away from party wall(s) Entire remaining lot is to be graded on a one (1) inch to eight (8) feet slope.

2.5 **MATERIAL:**

2.5.1 Portland Cement where called for shall be standard 1-1-2 mixture (1 part lime, 1 part cement and 2-parts sand).

2.5.2 Thixotropic mastic where called for shall be Koppers-Hydroshield Mastic 451 for approved equal subject to Department approval.

2.5.3 As an alternate to thixotropic mastic, the following items may be substituted:

**BULLDOG WET SURFACE ROOF CEMENT**

**OR**

**BLACK ARMOR "TAR PROOF MATIC AF-4022."**

2.6 **INSURANCE** - Contractor shall procure and maintain at its cost and expense, during the entire period of the contract (including any applicable warranty and/or renewal periods) the types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "Occurrence" basis and not a "Claims-Made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. If contractor fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of contract and to exercise all appropriate rights and remedies. 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.

2.6.1 **ADDITIONAL INSURED REQUIREMENT**

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

2.6.2. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

2.6.2.1 Workers' Compensation - Statutory Limits

2.6.2.2 Employers' Liability: \$500,000 each accident

--bodily injury by accident; \$500,000 each employee

--bodily injury by disease; \$500,000 policy limit

--bodily injury by disease

2.6.2.3 All states endorsement

2.6.3. **GENERAL: LIABILITY INSURANCE**

2.6.3.1 Limit of Liability: \$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

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

2.6.4 **AUTOMOBILE LIABILITY**

2.6.4.1 **LIMIT OF LIABILITY:** \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

2.6.4.2 **COVERAGE:** Owned, non-owned, and hired vehicles.

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

2.7 **PERMITS AND LICENSES:** Contractor shall obtain and pay for all permits, licenses, fees and other charges required by the City, County or State, copies of which will be retained by operating department (Licenses and Inspections, Contractual Services Unit). The above is required to do work.

2.8 **DEFAULT PROVISIONS:**

2.8.1 If as a result of inspection, the Department determines that the vendor has defaulted on any requirement of the specification, the Department may request the Procurement Commissioner to review the facts and the Procurement Commissioner may impose the following penalties:

- (a) First Offense - Suspension from the Bidder's List for a period of not less than sixty (60) days and a forfeiture of all current bid awards not covered by a permit.
- (b) Second Offense - Removal from the Bidder's List for a period of not less than three (3) years.

2.8.2. Notwithstanding the above provision, contractor shall not be liable for suspension for delays in performance caused by acts of God, acts of public enemy, acts of government, quarantine restrictions and general strikes through, the industry or freight embargoes not caused by or participated in by contractor.

2.8.3 Resort to the suspension provision by City shall not preclude resort by City to other available remedies for subsequent or continuing breaches of contractor.