BID OPENING DATE AND TIME

ON: March 13, 2013 **AT: 10:30 A.M.**

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S3Z58400	1 OF 115		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

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

DEPARTMENT: VARIOUS
DIVISION: VARIOUS

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

BIDS MUST BE RETURNED TO

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
MUNICIPAL SERVICES BLDG.
1401 JFK BLVD, ROOM 170A
PHILADELPHIA, PA 19102-1685

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER S. Brown
K. Owens

TITLE OF BID: **Custodial Services for Various City Agencies**

Office of Economic Opportunity (OEO) – Anti- Discrimination Policy Executive Order 02-05 – Bidder Requirements

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order, policy and guidelines as attached. Specific instructions must be adhered to, and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder.

Participation Ranges

M-BE:	5%	to	10 %
	AND/OR		
W-BE:	5 %	to	10 %
DS-BE:	0%	to	0%

Any and all questions about Executive Order 02-05 and bidder compliance should be Directed to the Office of Economic Opportunity (OEO) office at (215) 683-2000.

BID QUESTIONS

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

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	☐ YES	☐ NO	AMOUNT	CHECK NUMBER

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%
DSBE BEST EFFORTS

These ranges represent the percentage of MBE, WBE, DBE[1] and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

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

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

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

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency[2] at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oeo/directory.

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

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

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

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

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

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:

- 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 [1]

DEPARTMENT OF COMMERCE

OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:	*Name of Bidder/Proposer:*	*Bid/RFP Opening Date:*

List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (*If Yes, give date*)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (*If Yes, give date*)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (*If Yes, give date*)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

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.

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Custodial Services for Various City Agencies**

1.2 **SCHEDULE NO: 101-02**

1.3 **CONTRACT TERM**: **06/01/2013 to 05/31/2014** ("Initial Term"), with an option to renew for up to two (2) additional one (1) year periods and one additional Six month period, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

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

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

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

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

1.6 **STATEMENT OF DIRECTION:**
The City of Philadelphia intends to acquire Custodial Services and Maintenance Supplies for Various City Agencies as specified herein during the contract periods.

1.7 **BID SECURITY**

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

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

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

1.7.2 **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.

1.7.3 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds $500,000.00, the Master Bid Security Program is not applicable. Bidders instead MUST submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount of **$6,000.00**.

1.8 **BID INFORMATION**:

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

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

1.8.3 Attachment "A"-Mandatory Site-Inspection Form is attached with this Invitation and Bid.

1.9 **BID SUBMISSION**:

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

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

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

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

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

1.9.6 **BID PROCESSING FEE:**
For purposes of this bid only, bidder MUST submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of **$200.00** to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

1.9.7 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".

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

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

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

Prime or subcontractor's LBE Certification Number_____

If applicable:
Subcontractor's Name_____

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

1.9.9 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than three (3) Business days after the scheduled Mandatory Pre-Bid Meeting referenced in paragraph 1.11 of this Invitation and Bid. <u>The City reserves the right to only respond to those questions submitted prior to the stated deadline.</u>** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.9.10 **ALTERNATES SUBMITTED:**

If an alternate to any item is offered, bidder must follow instructions in Paragraph 4 of "Terms and Conditions of Bidding and Contract". State the brand name and the model number of each alternate offered. Detailed technical information on the alternate should accompany the bid.

Failure to state alternates will obligate bidder to provide material and/or service specified in the bid.

Any other product information submitted by bidder in connection with this bid is for purposes of product description, information and specification only. Bidder agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

1.10 **MANDATORY SITE INSPECTIONS:**

Vendors shall examine each site in detail where work is to be done and acquaint themselves with conditions affecting the work area for which they will be held responsible. Each location in the bid will have a Mandatory Site-Inspection.

The "Certification of Site-Visit" Form provided in **ATTACHMENT "A"** of this Invitation and Bid, must be completely filled out by the vendor and signed by the Contract Administrator or his/her designee, certifying the completion of the Mandatory Site Inspection at each location.

Vendors are encouraged to review, in advance, the Date and Starting Time for the Mandatory Site-Visits. Failure to attend the Mandatory Site-Visits on the Date and Starting Time listed in Paragraph 1.10.1 below and on the Certification Sheet shall disqualify vendor from award of this Invitation and Bid.

The Contract Administrator for each of the Department of Public Property locations in this Invitation and Bid is Joseph T. Harley – Facilities Service Manager @ (215) 686-4527.

1.10.1

LOCATION	INSPECTION DATE	INSPECTION START TIME
CLIP 8747 Frankford Avenue	**Tuesday, February 19th, 2013**	**9:00 AM**
POLICE AVIATION UNIT–NE AIRPORT Grant Ave & Ashton Road	**Tuesday, February 19th, 2013**	**10:00 AM**
NORTHEAST SERVICE BUILDING 1701 W. Bowler Street	**Tuesday, February 19th, 2013**	**10:45 AM**
MINI CITY HALL - NORTHEAST 9239 (rear) Roosevelt Blvd	**Tuesday, February 19th, 2013**	**11:30 AM**
POLICE INTERNAL AFFAIRS BUILDING 7790 Dungan Road	**Tuesday, February 19th, 2013**	**12:30 PM**
IMPACT BUILDING 7800 Dungan Road	**Tuesday, February 19th, 2013**	**1:00 PM**
FRANKFORD ARSONAL 5301 Tacony Street	**Wednesday, February 20th, 2013**	**9:00 AM**
POLICE NARCOTICS UNIT EAST 4210 G Street	**Wednesday, February 20th, 2013**	**10:00 AM**
ABANDONED CAR UNIT 4000 N. American Street	**Wednesday, February 20th, 2013**	**11:00 AM**

LOCATION	INSPECTION DATE	INSPECTION START TIME
DEPT ARTMENT OF PUBLIC PROPERTY WAREHOUSE 7Th Street & Lehigh Ave.	**Wednesday, February 20th, 2013**	**12:00 PM**
MINI CITY HALL - NORTH 22nd & Somerset Streets	**Wednesday, February 20th, 2013**	**12:45 PM**
CITY EMPLOYEE HEALTH CENTER 19TH Street & Fairmount Ave.	**Thursday, February 21st, 2013**	**9:00 AM**
POLICE ACCIDENT INVESTIGATION UNIT 26th & Master Streets	**Thursday, February 21st, 2013**	**10:00 AM**
THOMAS EAKINS HOUSE 1729 Mt. Vernon Street	**Thursday, February 21st, 2013**	**11:00 AM**
RADIO SHOP 11th & Reed Streets	**Thursday, February 21st, 2013**	**12:00 PM**
TRANSFREIGHT BUILDING 3033 S. 63RD Street	**Thursday, February 21st, 2013**	**1:15 PM**

1.11 **MANDATORY PRE-BID MEETING:**

A MANDATORY PRE-BID MEETING for all interested parties will be held on **Tuesday, February 26, 2013** at **12:00 PM**, **in the MSB, 1401 JFK Blvd., Room 170-A, Phila., PA 19102.**

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

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

1.12 **BIDDER QUALIFICATION AND BID SUBMISSION:**

1.12.1 Vendor qualifications and the bid document must be submitted in two (2) separate sealed packages.

The first package must be identified as Bidder's Qualification Package and show Bid N. along with the name of the firms. The packages should contain all of the information as requested in Paragraphs 1.15 through 1.15.8 of this Invitation and Bid.

The second package must be identified as Bid Documents Package and show Bid No. along with the name of the firms. This package must contain the fully executed bid documents (to include pricing pages, contract backer any Addendums, Bid Security and Bid Processing Fee) as requested in Paragraph 1.16.

1.12.2 Qualifications and bid information must be submitted to the City's Procurement Department no later than the time and date stated for bid submittal.

1.12.3 Qualification and bid must be complete and should include all information required and as described in Section 1.15 through 1.15.8 and 1.16 of this bid. Incomplete submission may result in bidder's disqualification for reason of non-responsiveness.

1.12.4 All bid pricing must be completed on the forms provided, be complete, and be in ink or typed.

1.12.5 Bid must be complete as to required bid signatures and corporate seals and must fully accept the terms and conditions contained in the bid. A bid submitted with counter terms and conditions may be disqualified.

1.13 **BIDDER CONTACT PERSON(S):**

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

State Company Web Site Address:_____

1.14 **CONTRACT CONTACT PERSON:**
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_____

1.15 BIDDER QUALIFICATION PACKAGE

City is committed to only contracting with a vendor who is qualified to meet all the specifications and requirements of this bid. As such, bidders are to respond to each element of Section 1.15, Bidder Qualification. If the information requested does not apply to your firm, it must be so noted in the qualification submittal.

The City may require bidders to briefly discuss or clarify their submission.

1.15.1 Form of Bidder Qualification Submittal

The Bidder qualification submittal must be in a separate envelope from the bid package. The bidder is to submit one original qualification submittal plus two (2) additional copies. The envelope is to clearly note Bid firm's name and be labeled "**Bidder's Qualification Package**."

The qualification is to be organized as follows with all pages numbered and bid paragraphs specifically identified:

1) Table of Contents

2) General Information per Section 1.15.2.

3) Financial information per Section 1.15.3

4) Capabilities & References per Section 1.15.4.

5) Hazardous Materials Data Sheets per Section 1.15.5

6) Management and Materials Program per Section 1.15.6

7) Bidder’s Quality Assurance Plan per Section 1.15.7

8) Bidder’s Transition Plan per Section 1.15.8

9) Confidential Information

If the bidder chooses to include material 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 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 Qualification Package and in the confidential material so that the City can easily determine where the material belongs in the Qualification package.

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

"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."

1.15.2 **INFORMATION:**

1.15.2.1 Provide a brief history of your organization and an executive summary signed by an officer that describes your Company's qualifications, abilities and experience in furnishing custodial services. Vendor must demonstrate that it has sufficient experience in accounts of similar size and scope as that described therein.

1.15.2.2 Bidders shall provide documentation which demonstrates that they have sufficient experience performing the type of work required and providing a complete and comprehensive Management and Maintenance Program (Ref: paragraph 1.15.6 through 1.15.6.2). Provide letters of reference from customers or copies of contracts detailing experience as a Prime Contractor in providing custodial services not less than three (3) years experience in providing custodial service (reference Section 2), scope, and complexity (i.e. - multi-shift operations and use of ride-on power equipment) as that which is outlined in Section 2 of this Bid document.

1.15.2.3 Bidders shall possess the necessary resources to implement the service and provide the necessary support and customer service functions.

1.15.2.4 **Leasing Equipment**:

If a vendor intends to lease the equipment listed in Section 2, Specifications, to be used during the initial contract period and any renewal periods thereafter, they shall submit with their bid submission a letter from the Leasing Company (on Company letterhead) with whom they intend to lease the referenced equipment from, guaranteeing that if the said vendor (List Vendor Name) who is submitting this Invitation and Bid (**S3Z58400**) is awarded the contract or any part thereof, the required equipment, as listed above will be available to the vendor for the initial contract period and any renewal periods thereafter.

1.15.2.5 Bidders **MUST** be and remain throughout the contract period in full compliance with any and all applicable certifications, permits and licensing requirements as required to perform the full scope of work as described in the bid specifications within the City of Philadelphia and must have available for its use when needed all tools, equipment, materials, personnel and technical support as specified herein.

1.15.2.6 Bidders shall also indicate if any of the specified services will be provided through a subcontractor(s). State the name(s) of the subcontractor(s) and the specific service to be performed. For each listed subcontractor, Bidder shall also furnish information as required in Paragraphs 1.15.2.2 and 1.15.2.3 to shown evidence of ability to perform the work.

1.15.2.6.1 All subcontractors are subject to approval of the City. The City's approval of subcontractor shall in no way relieve the Contractor of his/her responsibilities for all requirements of the bid. A CITY OF PHILADELPHIA TAX IDENTIFICATION NUMBER IS REQUIRED FOR ALL SUBCONTRACTORS PRIOR TO APPROVAL.

The Contractor shall not assign this contract or any part thereof, and he/she shall not assign any right to any moneys to be paid him thereunder. The contract as a whole shall not be sublet. No portion of the work shall be sublet without the approval of the City's Contract Manager, and no subcontractor shall be employed unless in the opinion of the Contract Manager, he/she is reliable and responsible and competent to perform the work in compliance with the Contract Documents. All subcontractors so employed shall be bound by the terms and conditions of this contract, and neither the Contractor nor his/her sureties will be relieved from the terms and conditions of this contract or their duties or responsibilities under the same by reason of such employment.

1.15.3 **FINANCIAL INFORMATION*:***

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

1.15.3.1 A copy of your company's audited financial statements certified by a professional accounting firm, detailing balance sheet, income and cash-flow statements for the last three (3) years.

1.15.3.2 List bank reference(s), 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 will be called by the City as references.

1.15.3.3 List the names and telephone numbers of your major suppliers and customers and the approximate dollar amount of business done with each over the last twelve (12) months. These persons will be contacted by the City as credit references.

1.15.3.4 If you are a partnership or joint venture, give the date of agreement, County and state where agreement was filed, and name and address of each partner. If you are a corporation, give the date and state of organization and the names and addresses of the officers.

1.15.3.5 List all bankruptcy filings against you, your company or related companies in the last seven (7) years.

1.15.3.6 Vendors are advised that the City of Philadelphia will require a performance bond as part of the resulting contract. List the Surety companies which have heretofore issued performance bonds to you for prior contracts. 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 the contract.

1.15.3.7 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.

1.15.3.8 Vendor is to state if the company, or its subcontractors or any partners or officers of the company or subcontractors are delinquent in payment of any debts or obligations to the City of Philadelphia.

1.15.4 **CAPABILITIES AND REFERENCES:**

1.15.4.1 List all contracts your company, related companies, or subcontractors have had with the Federal, State, City or its related agencies in the last three years.

1.15.4.2 List any occurrences within in the last three years in which you, your company or related companies and/or subcontractors failed to successfully complete a contract. List any contractual arrangements which were canceled or not renewed for poor performance.

1.15.4.3 Provide a minimum of three (3) contract references that your firm has provided Custodial Services for the last five (5) years. These references should support your company's capability to meet the requirements of this bid's size and scope. Provide a detailed description for each contract.

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.

1.15.5 **HAZARDOUS MATERIAL DATA SHEETS**

Bidders are reminded that, where applicable, they are required to furnish copies of the Materials Safety Data Sheet pertinent to the product(s) offered in conjunction with the services provided hereunder. The Prime Contractor or its subcontractors are required to provide, prior to service, Material Safety Data Sheets to the City's Contract Manager. All hazardous materials containers must have warning notices affixed as described by law.

1.15.6 **MANAGEMENT AND MAINTENANCE PROGRAM**

All bidders are required to submit with their bid a Comprehensive Management and Maintenance Program to administer this contract. **This plan MUST detail, at least, the minimum service personnel for the facilities specified in Paragraph 2.3 and outline the daily assignments of work to the supervisors and crews, the processing of reports, and review and documentation of custodial supplies used.** This plan shall be subject to the final approval of the Contract Manager.

1.15.6.1 Bidders program MUST ensure that ALL of the requirements of the contract will be provided as specified. The plan will indicate what measures will be used to evaluate performance and the frequency at which these measures will be instituted.

1.15.6.2 The Management and Maintenance program shall be comprehensive, complete and shall include, but not limited to the following:

(i) A statement describing the bidder's corporate support structure and resources to support the City custodial operation.

(ii) A Quality Assurance Plan as specified in paragraph 1.15.7.

(iii) A methodology for maintaining optimum cleaning efficiency and productivity through ongoing training and development activities, technical advancements, and management overview.

(iv) A recording system to show all inspections to be conducted and supplies to be used and the corrective action to be taken (where applicable).

1.15.7 **BIDDER'S QUALITY ASSURANCE PLAN**

All bidders are required to submit with their bid a written and comprehensive Quality Assurance Plan to ensure that the requirements of the contract will be provided as specified. The plan shall indicate what measures will be used to evaluate performance and the frequency at which these measures shall be instituted. The Quality Assurance Plan will be subject to the approval of the Contract Manager.

1.15.7.1 The goal of the Quality Assurance Plan shall be to identify and correct any deficiencies in the quality of services before the level of performance becomes unacceptable, and/or the City staff and others point out the deficiencies.

1.15.7.2 The plan shall be comprehensive, complete, and shall include, but not be limited to, the following:

(i) A list of any alternate brand equipment, by item number (REF: paragraph 1.9.10 above and para. 2.8 - Equipment to be supplied) that the bidder intends to use on this contract.

(ii) An inspection system covering all the services required under this specification. A customized checklist inspection form (subject to the approval of the Contract Manager) is to be provided for ***regular daily inspections*** and unscheduled inspections, and will include the name(s) of the individual(s) who will perform the inspection.

(iii) A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Correction must be made no later than 24 hours after a deficiency has been identified by either the Contractor or the City's Contract Manager.

(iv) A recording system to show a file of all inspections conducted by the successful bidder and the corrective action taken. This documentation shall be made available to the City during the term of the contract.

1.15.8 **BIDDER'S TRANSITION PLAN**

All bidders are required to submit with their bid a written comprehensive Transition Plan describing how they will assemble their staff, acquire inventory, set-up operational and administrative areas, and interface during the transitional period. The plan shall also provide for any other action which may be required for a successful contract implementation.

1.16 **BID DOCUMENTS PACKAGE**

This package must be identified as Bid Documents and show **Bid No. S3Z58400** along with the Package Bid submittal date and name of the firm. This package must contain the fully executed bid documents, pricing pages, contract backer, attachments, any addendums, Bid Security, and Bid Processing Fee. All bid pricing must be completed on the forms provided, be complete (bid on all items) and be in ink or type, Bid must be complete as to required signatures and corporate seal. Any bid submitted with counter terms and conditions may be disqualified.

SECTION 2: SPECIFICATIONS

2.1 **GENERAL:**

2.1.1 Within thirty (30) days from the date of the Notice to Proceed, the successful bidder shall provide **all** supervision, labor, training, materials, supplies, tools, equipment, transportation, services and all incidental items, not specified, but reasonably implied or necessary to satisfactorily complete all custodial functions outlined in this specification. Failure to comply with all provisions stated herein will be considered non-performance of this contract. Accordingly, the City may terminate this contract for successful bidder's non-performance.

2.1.2 The successful bidder shall perform these services outlined in the Invitation and Bid (I & B) according to the schedule referenced in Paragraph 2.3 of this I & B, except for the following legal holidays: MLK Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day and New Year's Day.

2.1.3 **Cleaning Schedule/Job Descriptions:**
The successful bidder shall provide, for the City's review and approval, a proposed cleaning schedule not less than two (2) weeks prior to commencement of contract. These schedules are to provide the number of Supervisors and regular personnel assigned to each crew, the specific functions of each supervisor and crew member and the type of equipment and supplies to be utilized in the performance of the contract. Schedules shall include a breakdown of crew activities, indicating times and locations to be serviced.

Breaks and lunches shall be indicated on the schedules and shall be staggered so that continuous coverage is provided for City facilities. All schedules will be subject to the review and approval of the City's Contract Manager.

2.1.4 **Responsibility of Contractor for Employees:**

The successful bidder shall carefully select, train and instruct its personnel performing under the contract, and is fully responsible for such personnel and liable for their actions. City must be given a list of all personnel, and any changes in non-supervisory personnel must be reported immediately, in writing, to the City. On-site changes in supervisory and management personnel are subject to review and approval of the City's Contract Manager. Resumes of candidates for replacement must be received three weeks in advance to allow time for interviews and approvals by the City.

2.1.4.1 The successful bidder shall thoroughly instruct and has the responsibility to fully inform all of its workers and agents of the fact that in some cases they are working adjacent to active commuter rail passenger service tracks, and related high voltage overhead catenary wiring. Furthermore, the successful bidder shall instruct and has the responsibility to fully inform all of its workers and agents that in some cases they will be working in areas where confidential and privileged information is stored. Individuals caught stealing or making this information available to outside parties will be prosecuted to the full extent of the law.

2.1.4.2 All employees are required to sign a Log Book when reporting for duty and at the completion of their shift.

2.1.4.3 The successful bidder must inform its personnel that the use or possession of alcoholic beverages, drugs or weapons of any nature, is strictly prohibited. Violation of this regulation shall be cause of immediate removal of the employee and barring him/her from any further work on City property.

2.1.4.4 The successful bidder's employees are to present a neat, clean, well groomed appearance at all times, and will be required to wear a company uniform with company logo/identification prominently displayed. The wearing of sneakers and/or the use of radios, of any type, while in the performance of this contract is expressly prohibited. Sleeping on City property, whether on or off duty, or on break, is prohibited. Eating will only be in designated areas. Smoking at any time is prohibited.

2.1.5 **Status and Authority Of Contract Manager**

The Contract Manager shall provide general supervision and direction over the work, the interpretation of the Plans and Specifications, the ordering of additions to or deductions from the work, and the determination of procedure. He/She shall give all orders and directions contemplated under the contract. He/She shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under the contract, and have authority to reject all work and materials which do not conform to the contract requirements. He/She shall decide all other questions that may arise in relation to the execution of the work. He/She shall have authority to reduce the level of work whenever such action may be necessary to secure the safe and proper execution of the contract. He/She shall adjust and decide any differences or conflicts that may arise between the Contractor and other contractors for concurrent work.

2.2 STAFFING REQUIREMENTS AND DEFINITIONS

2.2.1 Corporate Customer Service Manager

The successful bidder shall provide a Corporate Customer Service Manager who shall meet to discuss quality control and other issues, no less than once weekly for each week of the contract, with representatives of the City to review and report on past operations, and plan with City future activities to improve cleaning services and to assure that a high quality of housekeeping services is maintained.

2.2.2 Contractor's Project Manager

The successful bidder shall provide one (1) full time Project Manager, dedicated to this contract, five (5) days per week, from 1:00 PM to 9:30 PM and as needed to ensure compliance with the requirements of this Bid. Project Manager shall have complete responsibility and authority on behalf of the Contractor to fulfill the requirements and specifications of this Bid.

2.2.3 Contractor's Supervisors

The successful bidder shall provide supervisors, dedicated to this contract, whose duties shall include the following:

a. Supervising/coordinating of all cleaning activities, including those of any subcontractor.

b. Arranging replacement of absent personnel, performing inspections for cleaning deficiencies, and the immediate correction of same.

c. Reporting in writing to City incidents of vandalism on a daily basis.

d. Instructing employees of the City contract terms and specifications.

e. Immediately reporting of any unsafe conditions to the City.

(The use of a Lead Person in lieu of a supervisor is **PROHIBITED**).

2.2.4 **Management and Supervision of Sub-Contractors**

All management and supervision of services provided under the contract must be administered by the Prime Contractor. If any sub-contractors are used to provide service under the contract, said sub-contracted employees will report directly to and be supervised by the Prime Contractor's supervisors and management personnel.

2.2.4.1 The purpose of this provision is to vest ultimate responsibility for the provision of custodial services with the Prime Contractor. It does not preclude any subcontractors as a term or condition of its subcontract from employing its own supervisors, provided however that any such supervisors and other employees of subcontractor shall report directly to, and be managed and supervised by the Prime Contractor as stated.

2.2.5 **Emergency Contacts**

The successful bidder, prior to award, must provide the City with names and telephone numbers of successful bidder's representative to contact in the event of problems, emergencies, etc., twenty-four (24) hours a day, seven (7) days a week.

***NAME:*_____ *TELEPHONE NO.:*_____**

***NAME:*_____ *TELEPHONE NO.:*_____**

2.3 CUSTODIAL CREWS

2.3.1 The successful bidder shall provide at least the minimum number of custodial crew members specified below.

NOTE: If City so requests, the successful bidder is obliged to and will change supervisory shift hours.

Required Minimum Staffing Levels
(MINIMALS MUST BE MAINTAINED AT ALL TIMES; NO EXCEPTIONS)

LOCATIONS	STAFFING
Narcotics Field Unit **4210 "G" St.**	**One (1) Part-time custodian Mon thru Fri** **Mon – Fri 12:00 pm – 4:00 pm** **20 hrs per week/5days**
Frankford Arsenal **5301 Tacony Ave.**	**One (1) Full-time custodian Mon thru Fri** **Mon – Fri 8:00 am – 4:30 pm** **40 hrs per week/5days**
Abandon Car Unit **4000 N. American St.**	**One (1) Part-time custodian Mon thru Fri** **Mon – Fri 7:00 am – 11:00 am** **20 hrs per week/5days**
Accident Investigation Division **26th & Master Sts.**	**One (1) Part-time custodian Mon thru Fri** **Mon – Fri 8:00 am – 12:00 pm** **20 hrs per week/5days**
Dungan Road (Both Locations) **IAD – 7790 Dungan Road** **IMPACT – 7800 Dungan Road**	**Two (2) Part-time custodians Mon thru Fri** **Mon – Fri 9:00am – 1:00pm** **40 hrs per week/5days**
NE Airport	**One (1) Part-time custodian Tues & Thursday** **9:00 am – 1:00 pm** **8 hrs per week / 2 days**
Mini City Hall **NE Service Center** **9239 rear Roosevelt Blvd.**	**One (1) Part-time custodian Tues & Friday** **8:00 am – 12:00 pm** **16 hrs per week / 2 days**
Mini City Hall **North Service Center** **22nd & Somerset St.**	**One (1) Part-time custodian Monday** **5:00 pm – 9:00 pm** **4 hrs per week / 1 day**

Thomas Eakins House **1729 Mt. Vernon St.**	**One (1) Full-time custodian Mon thru Fri** **Mon – Fri 4:00 pm – 10:30 pm** **32.5 hrs per week 5/days**
Radio Shop **11th & Reed Sts**	**One (1) Full-time custodian Mon – Fri** **Mon – Fri 9:30am – 3:30pm** **30 hrs per week/5days**
CLIP **8747 Frankford Ave.**	**One Part-time custodian Tues & Fri** **4 hrs Tuesday** **4 hrs Friday** **8 hrs per week/2days**
3033 S. 63rd St. **Fleet, Sanitation, and Streets**	**One (1) Full-time custodian Mon – Fri** **10:00am – 6:30pm** **40 hrs per week/5days**
7th & Lehigh	**One (1) Full-time custodian Mon – Fri** **9:00 am – 3:30 pm** **32.5 hrs per week/5days**
MEU **19th & Fairmount Ave.**	**One (1) Full-time custodian Mon – Fri** **12:00 pm – 6:30 pm** **32.5 hrs per week/5days**
Northeast Services Building **1701 W. Bowler Street**	**One Part-time custodian Mon – Fri** **6:00 pm – 10:00 pm** **20 hrs per week/5days**

2.4 ROUTINE WORK PERFORMANCE STANDARDS

The successful bidder shall perform the following services five (5) days per week (Monday through Friday) including all holidays except those listed in paragraph 2.1.2 above. Cleaning of designated areas **MUST** be completed during the shifts defined in paragraph 2.3 above.

2.4.1 **Cleaning and Disinfecting Drinking Fountains**

Using a spray bottle of cleaner product, sponge or cloth, small percolator brush, and cream cleanser remove all obvious soil, streaks, smudges, etc., from the drinking fountains and cabinets. Disinfect all porcelain and polished metal surfaces including the orifices and drain. After cleaning, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale and other visible soil that are removable.

2.4.2 **Autoscrubbing of Non-Carpet Floors**

Use an autoscrubber to remove soil and spills from large open areas such as corridors, lobbies, auditoriums, etc. Brush or pad pressure shall be adjusted high enough to provide firm contact with the surface but not enough to cause any deleterious effect to the finish being cleaned. If there is litter or grit on the floor, the floor must be dust mopped before autoscrubbing.

Cleaner product shall be used to prevent excessive foaming in the recovery tank. Where practical to do so, furnishings and floor mounted trash and ash receptacles shall be moved out of the area to be scrubbed. The squeegee when properly adjusted, shall leave no streaks or puddles while scrubbing. Detergent solution left on the surface as a result of turns made during autoscrubbing shall be removed promptly with a wet mop. Avoid causing the solution to dry on the floor, as it may leave a whitish discoloration on the finish. When the floor is completely scrubbed, it shall be free of soil, streaks, film or stains.

2.4.3 **Cleaning and Disinfecting Wash Basins, Toilets, Urinals and Showers**

Using a spray bottle, apply cleaner product to all the basins and to the wall area beside and between the basins. Clean the tops, sides, insides, and wall areas between the basins with a sponge. Wipe the metal surfaces dry with a cloth to prevent spotting. Using a spray bottle to apply cleaner product to all urinals and to the wall area between and below the urinals with a sponge. This sponge shall be of a unique color which will be used only on commodes and urinals. Clean the insides of the urinals with a bowl mop. Use the bowl mop to clean the underside of the flushing rim. Wipe metal surfaces dry with a clean cloth to prevent spotting.

Using a spray bottle, apply cleaner product to the inside and outside of the commodes and to the wall areas beside them. Spray the top and underneath sides of the toilet seat. Clean the seat, outside of the fixture, and wall beside the fixture with the same sponge used in cleaning the urinals. Clean the inside of the fixture and under the flushing rim with the bowl mop. Wipe the top of the seat and the metal surfaces dry with a cloth to prevent spotting.

Use the spray bottle to apply Forest 5 to the walls and floors in shower stalls. Using a sponge and abrasive pad, damp wipe all surfaces of the shower. Remove all debris from the shower drain.
All fixture and shower stalls shall be free of visible soil, scale, soap scum, and body oil build-ups. Metal surfaces shall be clean and free from water spotting.

Use acid-type bowl cleaner and a nylon bowl mop to remove scale, scum, mineral deposits, rust stains, etc. from toilet bowls and urinals. After descaling, the entire surface shall be free of streaks, stains, scale, scum, mineral deposits, rust stains, etc. Caution must be used to prevent damage to adjacent surfaces caused by spills of the acid type bowl cleaner.

2.4.4 **Completely Vacuuming Carpets** (approximately 87,460 sq. ft.)

Using an upright commercial vacuum, remove surface soil and embedded grit from all areas accessible to the vacuum. Adjust the beater bar to correspond with the pile height of the carpet. Chairs and trash receptacles shall be tilted or moved where necessary to vacuum underneath. To remove accumulations of soil or litter in areas inaccessible to the upright carpet vacuum, use a vacuum want with a crevice tool and brush attachment. After the carpeted floor has been completely vacuumed, it shall be free of all visible litter, soil and embedded grit.

2.4.5 **Detail Vacuuming Carpets - Corner/Edge Cleaning**

Remove accumulations of soil or litter in areas inaccessible to the upright carpet vacuum by using a vacuum wand or portable vacuum with a crevice tool and brush attachment. After the carpeted floor has been completely vacuumed, it shall be free of all visible litter, soil, and embedded grit.

2.4.6 **Damp Mopping Non-Carpeted Floors**

Wet floor signs shall be erected at <u>all</u> ingresses to area. Floor signs shall all also contain words similar to “Area Closed for Cleaning—Use alternate Facility or Route.”

Sweep or dust mop the floor prior to damp mopping. A wet mop, mop bucket and wringer, and cleaner product and cold water shall be used to remove all soil and non-permanent stains from the entire floor. The cleaner product and cold water shall be changed periodically and remain clear. If not, the area being mopped with require rinsing with clear water. All accessible areas shall be damp mopped. Chairs, trash receptacles, etc. shall be moved when necessary to mop underneath. After being damp mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., nor any mop strands remaining on the floor.

2.4.7 **Damp Mopping and Disinfecting Non-Carpeted Floors**

Wet Floor Signs shall be erected at all ingresses to area. Floor signs shall all also contain words similar to "Area Closed for Cleaning—Use Alternate Facility or Route."

Sweep or dust mop the floor prior to damp mopping. A wet mop, mop bucket and wringer, and cleaner product and cold water shall be used to remove all soil and non-permanent stains from the entire floor. Chairs, trash receptacles, etc., shall be moved when necessary to mop underneath. After being damp mopped, the floor shall have a uniform appearance with no steaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., nor any mop strands remaining on the floor.

In wet areas such as in restrooms, locker rooms and kitchens equipped with floor drains, apply cleaner product disinfectant/deodorant/ detergent to entire floor area and allow to remain for ten minutes. Then a floor squeegee can be used to squeegee the solution into the floor drain. A damp mop is then used to dry areas inaccessible to the floor squeegee.

2.4.8 **Damp Dusting Furniture, Fixtures, Walls, Partitions, Doors, Etc.**

Using a clean sponge or cloth with cleaner product, damp wipe or disinfect all applicable surfaces of furniture, fixtures, walls, partitions, doors, etc. Surfaces shall have uniform appearance, be free of streaks, smudges, dust, lint, litter, etc.

2.4.9 **Cleaning Of Restroom Air Vents**

Using a treated dust cloth or dusting apparatus, all dust, dirt, and residue is removed from the exterior surface of the vent. Any dirt residue falling to the ground is to be removed.

2.4.10 **Dusting Vertical and Horizontal Building and Furniture Surfaces**

Using either a dust cloth lightly treated with Noil, lightly treated hand-held dusting tool, lambs wool dusting tool, tank vacuum with dusting attachments, or combination of these dusting tools, remove all dust, lint, litter, dry soil, etc. from the horizontal surfaces of desk, chairs, file cabinets and other types of office furniture and equipment and from horizontal ledges, window sills, blinds, hand rails, etc., below seven feet (7') from the floor surface. Items on desk tops are not to be disturbed. After regular dusting, all such surfaces shall have a uniform appearance, be free of streaks, smudges, dust, lint, litter, etc. Dusting shall be accomplished by removing the soil from the surface - not by flicking or blowing it from one surface to another.

2.4.11 **Emptying Trash and Ash Receptacles**

All waste receptacles, ash receptacles, pencil sharpeners, and other trash containers within the area shall be emptied and returned to their original position. Boxes, cans, papers, etc., placed near a trash receptacle and marked "TRASH" shall be removed. All waste from such trash receptacles shall be removed from the area and emptied into a designated trash dumpster or compactor in such a manner as to prevent the area surrounding the receptacle from becoming littered by such trash. Sand in cigarette butt receptacles shall be strained to remove ashes and debris. The remaining sand shall be smooth and free of smoking materials.

The exterior of waste baskets shall be damp wiped with neutral detergent from a spray bottle and a clean sponge or synthetic fiber cloth to remove evident soil. Wet spills on the interior of waste baskets shall be removed. Cigarette butt receptacles shall be damp wiped with a sponge to remove evident soil. Lotion cleaned and an abrasive pad shall be used on hard-to-remove soil. In rest rooms germicidal detergent will be used in lieu of neutral detergent.

2.4.12 **Policing**

Remove visible litter from all types of surfaces. Spot clean unsightly soil from building, fixture and furniture surfaces. Empty trash and ash receptacles which may become filled prior to the next scheduled routine cleaning. Refill paper towel, toilet tissue, and hand soap dispensers which may become depleted prior to the next scheduled routine cleaning. Vacuum clean or exchange soiled or ineffective entrance maters. Use a wet vacuum to remove wet soil.

There shall be continuous sweeping, collecting and removal of all dirt, papers, gum, or any other discarded materials and droppings from floors, elevators, escalators, stairways, foyers, and offices. Included in this floor care is the immediate wet mopping of spills when discovered, or directed by City representatives. When encountering an area where there is urine, vomit, excrement, or foul odors, the custodians shall immediately remove substances from the floor and wet mop the area using cleaner product and cold water. Custodians shall protect area with “Caution Wet Floor” signs until area is completely dry.

When encountering blood and other potentially infectious bodily fluids, please refer to OSHA standard for proper clean up and removal of blood-borne pathogen.
Carpeted floors shall be vacuumed in lieu of sweeping.

2.4.13 **Rearranging Furniture as Required**

All furniture moved by the Contractor’s employees during the performance of the work shall be returned to its appropriate location. Additionally, all other furniture such as chairs and waste receptacles shall be returned to their appropriate location.

2.4.14 **Refilling Paper Towel, Toilet Tissue and Hand Soap Dispensers**

All dispensers shall be completely filled to the proper level. The paper supplies and hand soap shall be placed in the dispensers in accordance with the directions or instructions of the paper and dispenser manufacturers. Hand soap dispensers and adjacent surfaces shall be wiped to remove spillage.

2.4.15 **Replacing Obviously Soiled or Torn Trash Receptacle Liners**

All clear plastic liners which are torn or obviously soiled shall be removed from the trash receptacles and replaced with new clear plastic liners. The liners shall be folded back over the rim of the receptacle. In areas where health and safety are a factor, the trash receptacle liners shall be removed with the trash each time the receptacle is emptied. These areas include break rooms, food service areas, exercise rooms, locker rooms, medical rooms, restrooms, and vending areas.

2.4.16 **Spot Cleaning Furniture, Fixtures, Walls, Partitions, Doors, Glass Surfaces, Etc.**

Using a sponge, clean cloth, and spray bottle of cleaner product, remove fingerprints, smudges, marks, streaks, etc., from washable surfaces of walls, partitions, doors, furniture, fixtures, kick plates, appliances, etc.

Cleaner product shall be used in rest rooms, locker rooms, food service areas, and drinking fountains. Cleaner product may be used on hard-to-remove spots. After spot cleaning, the surfaces shall have a clean, uniform appearance, be free of streaks, spots, and other evidence of removable soil. This includes both sides of glass in exterior doors, vestibules and in interior offices.

2.4.17 **Cleaning Trash and Ash Receptacles**

The exterior of waste receptacles shall be damp wiped with neutral detergent solution from a spray bottle and a clean sponge or cloth to remove evident soil. Wet spills on the interior of waste receptacles shall be removed. Cigarette butt receptacles shall be damp wiped with a sponge or cloth to remove evident soil. Lotion-type cleanser and an abrasive pad shall be used on hard-to-remove soil.

2.4.18 **Spot Mopping Non-Carpeted Floors**

Wet floor signs shall be erected at <u>all</u> ingresses to area. Floor signs shall all also contain words similar to “Area Closed For Cleaning—Use Alternate Facility or Route.”

Using a wet mop, mop bucket and wringer, and cleaner product and cold water, remove all obvious soil and non-permanent stains from the entire floor. The cleaner product shall be changed periodically and remain clear. All accessible areas shall be damp mopped and disinfected. Chairs, trash receptacles, etc., shall be moved when necessary to spot mop underneath. After being spot mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil.

There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc. nor mop strands remaining on the floor.

2.4.19 **Application of Restorer or Floor Maintainer**

Wet floor signs shall be erected at all ingresses to area. Floor signs shall all also contain words similar to "Area Closed for Cleaning—Use alternate Facility or Route."

Prior to being restored, the entire floor surface involved shall be swept or dust mopped. A wet mop, mop bucket, and wringer or autoscrubber shall be used to apply cleaner product in a thin even coating over the entire area to be dry buffed or burnished. All accessible areas shall be restored. Chairs shall be moved or tilted to mop underneath. Floor shall be free of mop strands when completed.

2.4.20 **Spray-Buffing or Burnishing Non-Carpeted Floors**

Prior to being spray-buffed, the floor surface shall be dust mopped and damp mopped with cleaner product and cold water. A single-disc high speed floor machine, with a buffing or burnishing pad shall be used to restore a uniform gloss and protective finish to resilient tile which is refinished with Sealer Product. All areas accessible to the floor machine shall by spray-buffed or burnished. Chairs, trash receptacles, etc. shall be tilted or moved where necessary to spray-buff or burnish underneath. The floor shall be dust mopped after spray-buffing or burnishing.

After spray-buffing or burnishing, the entire floor shall have a uniform, glossy appearance, free of scuff marks, and other stains, and have a uniform coating of floor finish. All spray-buff or restorer solution shall be removed from baseboards, walls, furniture, trash receptacles, etc. Methods for applying spray buff or restorer solution shall be in strict accordance with the manufacturer's directions on the container.

2.4.21 **Sweeping or Dust Mopping Non-Carpeted Floors**

Prior to sweeping or dust mopping the floor surface, use a mop, cleaner product, and cold water to remove spills and obvious soil from the floor. Use a putty knife to remove gum, tar, and other sticky substances from the floor. On resilient tile, terrazzo, smooth sealed concrete or other smooth finished floor surfaces, use a treated dust mop and dustpan to remove accumulated soil and litter. Dust mop will be treated with Noil the night before it is used to avoid slippery floors. On rough unsealed concrete, or other floors where dust mopping is not effective, use a push broom. The entire area to be swept shall be cleaned thoroughly to remove dust, dry soil, and other litter. Chairs and trash receptacles shall be tilted or moved where necessary to sweep underneath. After the floor has been swept, the floor surface including corners and abutments, shall be free of streaks, soil, litter, and spots caused by spills or tracking. Carpet-type entrance mats shall be vacuumed with an upright carpet vacuum to remove soil and grit and to restore the resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or "hosed-down" to remove soil and grit. All entrance mats shall be lifted to remove soil and moisture underneath and shall then be returned to their normal location.

2.4.22 **Wet Cleaning Non-Carpeted Floors**

Wet floor signs shall be erected at <u>all</u> ingresses to area. Floor signs shall all also contain words similar to "Area Closed For Cleaning - Use Alternate Facility or Route".

Prior to being wet cleaned, the entire floor surface involved shall be swept or dust mopped. A wet mop, mop bucket, and wringer, scrub brush, floor squeegee, cleaner product, and cold water shall be used to remove all soil and non-permanent stains from the entire floor, baseboards, etc. The cleaner product shall be applied to the entire floor area and allowed to remain for three to five minutes. Then the entire floor area shall be scrubbed with the squeegee dry and then rinsed with clear water. In areas without a floor drain, the solution shall be picked up with a wet vacuum or a wet mop, mop bucket and wringer, and then rinsed with clean water twice. All accessible areas shall be wet cleaned. Chairs shall be moved or tilted to clean underneath. After being wet cleaned, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil.
There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., nor any mop strands remaining on the floor.

2.4.23 **Pressure Washing**

All ingresses to area being power washed shall be completely barricaded with ropes and stanchions. Wet floor signs shall be erected at all ingresses to area. Floor signs shall also contain words similar to “Area Closed For Cleaning - Use Alternate Facility or Route”.

Attach proper water supply connections to power washer, and set gauges for water volume and temperature. Pre-treat any heavily soiled area and/or gum and graffiti with cleaner product. Mix the solution in bucket of water. Apply to the surface using a mop or brush. Allow chemicals to stand for 3-5 minutes. Using side to side motion, power rinse surfaces from top to bottom. Use squeegees or wet/dry vacuum units to control excess water flow on the ground. When complete, all surfaces should be clean and streak-free, and no puddling of water should be present in the surrounding areas.

When encountering an area where there is urine, vomit, excrement, or foul odors, the custodians shall immediately remove substances from the floor and wet mop the area using cleaner product and cold water. Custodians shall protect area with “Caution Wet Floor” signs until area is completely dry.

When encountering blood and other potentially infectious bodily fluids, please refer to OSHA standard for proper clean up and removal of blood-borne pathogen.

2.4.24 **Manually Scrubbing Ceramic or Quarry Tile Floors**

Wet floor signs shall be erected at all ingresses to area. Floor signs shall all also contain words similar to "Area Closed For Cleaning - Use Alternate Facility or Route".

After applying cleaner product and cold water on the floor, but before damp mopping, lightly agitate the solution with a deck brush. Areas around rest room fixtures, and showers where moisture may accumulate shall be free from soil, minerals, algae, and mildew build-up. Excess solution shall be removed from the floor during damp mopping, and performance standards regarding damp mopping shall apply to this specification.

2.4.25 **General Cleaning**

Continuous dusting, wiping and cleaning of all benches, ledges, horizontal surfaces, stairs, chairs, railings, tables, baseboards, sills, moldings, shelves, schedule racks, door frames, pictures, vents, telephones (including ear and mouth pieces), all surfaces above and below normal reach, etc. When encountering an area where there is urine, vomit, excrement, or foul odors, area will be treated as specified in paragraph 2.4.23 above.

2.4.26 **Employee and Public Rest Rooms**

All toilets and urinals shall be scrubbed and washed inside and outside with cleaner product. All seats shall be scrubbed and washed on both sides with cleaner product and, when dry, shall be free from streaks; wash basins shall be cleaned of all grease and dirt.

All urinals must have a screening device and deodorizing tablets. All toilet bowls must have a solid hanging deodorizer applied.

All fixtures shall be cleaned with cleaner product, wiped with a clean cloth and wiped dry; all paper towel, toilet paper and soap dispensers shall be replenished when necessary and checked to assure proper functioning. Floors shall be wet mopped with cleaner product and cold water, and shall be kept clean, dry, and free of odors. Rest room doors shall be clean and free of dirt, smudges, graffiti, etc.

2.4.27 **Granite, Marble, Ceramic Tile, Stainless Steel and Glass Areas**

Continuous spot cleaning of all granite, marble, glass/lexan, stainless steel and ceramic tile areas. This shall include, but not be limited to: the removal of smudges, fingerprints, spills, dust, and other removable stains below a ten foot (10') height.

Included in the cleaning shall be interior and exterior walls, floors, pillars, entrance doors, foyers, escalator enclosures, panels, handrails, water fountains, trash containers, etc.

2.4.28 **Graffiti Removal**

Graffiti shall be removed daily from all interior and exterior surfaces by using a graffiti removal solvent approved by the City's Contract Manager. Graffiti remover shall be applied and removed as recommended by the manufacturer. Care shall be taken so that painted surfaces or stainless steel finishes do not become marred or scratched. Before applying graffiti removal/cleaning solvent to any surface, verify that the solvent will not damage the surface by first applying solvent to a small test area. If graffiti cannot be removed after using recommended application, or if an area is damaged during attempted removal, a written report shall be submitted to the City by the successful bidder immediately.

2.4.29 **Removal of Trash**

All accumulated trash and debris shall be removed from the premises the day the cleaning operation takes place. Trash is to be taken to a designated site where it will be loaded onto an awaiting Philadelphia Sanitation Department truck. New clear plastic liners are to be placed in receptacles for depositing of trash until next visit. All trash containers must be cleaned of debris prior to placement of new clear plastic liners. **Plastic trash can liners will not be supplied by the City.**

2.4.29.1 **Recycling Program**

(i) In compliance with City of Philadelphia Commercial Recycling regulations, and mayoral Executive Order 15-08, Contractor must develop source separation recycling programs for the following materials: high grade office paper (white ledger and computer paper, confidentially destroyed or otherwise); corrugated cardboard; and aluminum cans. These recycling programs will be developed in coordination with the Contract Manager.

(ii) The general configuration of the program will contain the following components: desk-side recyclers to be used for the collection of office recyclables; intermediate containers to be located in strategic areas on each floor (near copiers, printers, etc.); consolidation of cardboard boxes and other similar packaging in designated areas on each floor for pickup and removal daily; a staging area for the storage of recyclables prior to collection by the Contractor will be designated. All the aforementioned containers will be purchased by and become the property of the City of Philadelphia.

(iii) Contractor will be responsible for the emptying of desk-side recyclers on a weekly basis; emptying intermediate containers on an as needed basis; collecting and flattening cardboard on each floor. All recyclable materials should then be moved to a designated central storage area.

(iv) Under no circumstances shall the Contractor place recyclable material in containers, bags or storage containers used for Municipal Solid Waste; Contractor is also responsible for assuring that recycled materials are not contaminated by trash, garbage or other foreign matter that will compromise the value of the recyclable material.

(v) Contractor shall be responsible for keeping food-preparation wastes separate from all other recyclables or trash and assuring the that recycling of the separated food waste, either through the use of an insinkerator or a food waste compose.

(vi) Contractor is required to make sure that all intermediate containers, the storage/staging area and any equipment used to transport recyclable materials through the building are kept clean and free of contamination; they are also required to inform the Contract Manager of any damage of structural defects in the containers and equipment used for recycling.

(vii) The custodial staff will be available during their regular shift for training and education regarding recycling systems. This will require no overtime and will be held at the discretion of the Contract Manager. Complying with prescribed recycling systems will be considered part of the job description.

2.5 OCCASIONAL AND OPTIONAL WORK PERFORMANCE STANDARDS

2.5.1 Cleaning of Ceiling Diffusers

Using a treated dust cloth remove all dust, dirt and residue from the exterior surface of the diffuser. Any dirt residue falling to the ground is to be removed.

2.5.2 High Dusting

High dusting is defined as the removal of dust, cobwebs, oily film, etc., from all fixtures and surfaces above seven feet (7') but not higher than twelve (12') above the floor. This includes lights, grilles, light fixtures, pipes, sprinkler system, cables, ledges, walls ceilings, vents, etc. High dusting shall be accomplished by using treated dust cloths, treated dusting tools, a damp sponge, and a tank vacuum with crevice tool, brush attachment and wall attachment. After high dusting, all areas and surfaces above seven feet (7') but not higher than twelve feet (12') above the floor shall be free from all types of soil removable by dusting or damp wiping and shall blend in with the area seven feet (7') and lower.

2.5.3 **Machine Scrubbing Restroom And Grouted Tile Floors**

All ingresses to area being stripped and refinished shall be completely barricaded with ropes and stanchions. Wet floor signs shall be erected at all ingresses to area. Floor signs shall also contain words similar to "Area Closed For Cleaning - Use Alternate Facility or Route".

Machine scrubbing of grouted tile floors is defined as applying cleaner product to all areas of the floor, allowing the solution to remain on the floor for ten minutes, operating a single-disc floor machine equipped with a basin brush over all accessible floor areas (including those areas which can be made accessible by the removal of movable furnishings), manually scrubbing those areas which are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water.

2.5.4 **Machine Scrubbing Concrete Floors**

Machine scrubbing of concrete floors is defined as applying Multi-Purpose Degreaser to all areas of the floor, allowing the solution to remain on the floor for three to five minutes, operating a single-disc floor machine equipped with a basin brush over all accessible floor areas (including those areas which can be made accessible by the removal of non-fixed furnishings), manually scrubbing those areas which are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water.

2.5.5 **Top Scrubbing/Shower Scrubbing-Finished Floor Surfaces**

Apply cleaner product to all areas of the floor, allow the solution to remain on the floor for three to five minutes. Scrub floor with rotary or auto scrubber and green pad to remove ground in soil and scratches. Rinse thoroughly with clean water. Apply two (2) coats of Sealer Product. This process should be done as an intermediate step between stripping.

2.5.6 **Stripping and Refinishing Floors**

All ingresses to area being stripped and refinished shall be completely barricaded with ropes and stanchions. Wet floor signs shall be erected at all ingresses to area. Floor signs shall also contain words similar to "Area Closed for Cleaning - Use Alternate Facility or Route".

Stripping is defined as the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces which can be exposed by the removal of non-fixed furnishings. The Contractor shall be responsible only for the removal and return of items such as trash receptacles, tables, chairs, desks, etc. Stripping shall also include the complete removal of all marks, scuffs, stains, etc. except in cases in which there is damage to the floor surface.

Stripper Product shall be used according to the manufacturer's directions.

The floors shall be scrubbed with a single-disc floor machine equipped with a stripping pad, except those areas in which the use of manual scrubbing devices are necessary to completely remove the finish and/or sealer (along walls, in corners, etc.). Stripper Product solution and rinse water shall be picked up with a wet/dry vacuum except in areas where its use is impossible or impractical (very small areas, areas with low amperage circuits, etc.) All floor surfaces to which the Stripper Product has been applied shall be rinsed thoroughly with clean water. When a wet/dry vacuum is used, the area shall be rinsed at least once after the Extreme No-Rinse stripper solution has been removed.

Refinishing is defined as the proper application of at least four (4) coats of Sealer Product to all areas. In areas where resilient tile is excessively worn or porous, one or more coats of sealer shall be applied with a clean, fine strand, rayon mop head. No finish which has been removed from its original container shall be returned to that container. After the finish has dried, the reflectancy shall be uniform and no streaks, swirls, etc. shall be visible. No stripping solution or finish shall remain on furniture, fixture, or other building surfaces.

2.5.7 **Granite and Marble Surfaces:**

Granite and marble surfaces shall be cleaned using an approved cleaner and when finished, areas shall be clean, dry and free of streaks and smears. Upon completion, the successful bidder shall ensure that all adjacent floor areas are left clean and dry.

2.5.8 **Ceramic Surfaces:**

The successful bidder shall clean tiles using cleaner product and when finished, tiles shall be clean, dry and free of streaks and smears.

2.5.9 **Glass Block, Glass Walls, Glass Doors, Other Glass**

The successful bidder shall clean all glass surfaces using cleaner product and when finished, glass shall be clean, dry and free of streaks and smears.

2.5.10 **Extraction of Carpeted Floor Areas** (approximately 87,460 sq. ft.)

All areas to be extracted shall be completely barricaded with ropes and stanchions. Wet floor signs shall be erected at all ingresses to area. Floor signs shall also contain words similar to "Area Closed For Cleaning - Use Alternate Facility or Route".

First, police the area for trash and loose debris, completely vacuum area to remove loose soil. Area shall then be pre-spotted using cleaner product, and wait five (5) minutes. Entire area should then be pre-treated with a properly diluted mixture of cleaner product and water, using a pump-style sprayer. A commercial grade portable extractor should then be prepared using the cleaner product and placed in the solution tank of the unit. cleaner product should be placed in the recovery tank. The carpet should then be extracted using overlapping strokes, and an additional pick-up stroke to ensure the maximum amount of moisture is removed from the carpet. Wet floor signs and barricades should be removed only when the carpets are completed dry.

2.6 CONTRACT CLEANING SPECIFICATIONS

2.6.1 All cleaning specifications should be completed in accordance with the specified performance standards listed below:

SPECIFICATIONS
4000 N. American St
(Approx. Sq. Ft.: 9,950sqft)

General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	1		
2	Empty all recycling at desk.	1		
3	Vacuum all carpeted areas, entrance mats and runners.	1		
4	Dust mop and sweep all floors.	1		
5	Spot mop all office floors.	1		
6	Spot wipe all furniture.	1		
7	Disinfect all telephones.	1		
8	Wet mop all floors.	1		
9	Wipe counter areas and clean sinks in break areas.	1		
10	High and low dust with treated cloth.		1	
11	Police outside walk way	1		
12	Sweep outside walk way.	1		
13	Snow removal.	As needed		

Lavatory Cleaning

		Daily	Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	1		
2	Clean and disinfect toilets, urinals and sinks.	1		
3	Clean mirrors.	1		
4	Clean and disinfect floors.	1		
5	Polish bright work on sinks and flush meters.	1		
6	Spot clean walls and stall partitions.	1		
7	Remove fingerprints from doors and door frames.	1		
8	Clean ceiling vents.		1	
9	Scrub all floors and showers.			1
10	Clean and replenish lavatory dispensers.		1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Shampoo carpeted areas.		1	
2	Machine buff all VCT	1		
3	Top scrub and refinish all VCT.		1	
4	Strip and refinish all VCT.			1

SPECIFICATIONS
C.L.I.P.- 8747 Frankford Ave
(Approx. Sq. Ft.: 1,842sqft)

General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.		2	
2	Empty all recycling at desk.		2	
3	Vacuum all carpeted areas, entrance mats and runners.		2	
4	Dust mop and sweep all floors.		2	
5	Spot mop all office floors.		2	
6	Dust and spot wipe all furniture.		2	
7	Disinfect all telephones		1	
8	Remove fingerprints from door, doorframes, walls and light switches.		1	
9	Wash and squeegee all glass, both sides.		2	
10	Spray buff all floors.			Every other month
11	High and low dust with treated cloth.			1
12	Snow removal.	As needed		

Lavatory Cleaning

		Daily	Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.		2	
2	Clean and disinfect toilets, urinals and sinks.		2	
3	Clean mirrors.		2	
4	Clean and disinfect floors.		2	
5	Polish bright work on sinks and flush meters.			1
6	Spot clean walls and stall partitions.			1

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Shampoo carpeted areas		1	
2	Machine buff all VCT.	1		
3	Top scrub and refinish all VCT.		1	
4	Strip and refinish all VCT.			1

SPECIFICATIONS

Thomas Eakins House-1729 Mt. Vernon St
(Approx. Sq. Ft.: 7,078sqft)

General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	1		
2	Empty all recycling at desk.	1		
3	Dust mop and sweep all floors.	1		
4	Spot mop all office floors.	1		
5	Sweep/vacuum interior stair.	1		
6	Mop interior stairs.		1	
7	Spot clean entrance doors.	1		
8	Clean and disinfect all fountains and coolers.	1		
9	Disinfect all telephones.		1	
10	Spot wipe all furniture.		1	
11	Wipe counter and clean sink in break areas.	1		
12	Sweep outside steps.	1		
13	High and low dust with treated cloth.	1		
14	Snow removal	As needed		

Lavatory Cleaning

		Daily	Weekly
1	Empty and wipe exterior of waste receptacle.	1	
2	Clean and disinfect toilets, urinals and sinks.	1	
3	Clean mirrors.	1	
4	Clean and disinfect floors.	1	
5	Polish bright work on sinks and flush meters.	1	
6	Spot clean walls and stall partitions.	1	
7	Remove fingerprints from doors and frames.	1	
8	Clean all ceiling vents.		1
9	Scrub all floors.		1
10	Clean and replenish lavatory dispensers.	1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Machine buff all VCT.	1		
2	Top scrub and refinish all VCT.		1	
3	Strip and refinish all VCT.			1

SPECIFICATIONS
Frankford Arsenal- 5301 Tacony Ave
(Buildings 110 & 202)
(Approx. Sq. Ft.: 44,284sqft)
General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	1		
2	Empty all recycling at desk.	1		
3	Vacuum all carpeted areas, entrance mats and runners.	1		
4	Dust mop and sweep all floors.	1		
5	Spot mop all office floors.	1		
6	Dust and spot wipe all furniture.	1		
7	Disinfect all telephones.	1		
8	Clean and disinfect all fountains and coolers.	1		
9	Remove fingerprints from doors, doorframes, wall and light switches.		1	
10	Sweep, mop and sanitize locker room and shower floors.	1		
11	Clean and disinfect shower stalls and partitions.	1		
12	Wash and squeegee all glass doors, both sides.	1		
13	Wet mop all floors.	1		
14	Wipe counter areas and clean sink in break areas.	1		
15	High and low dust with treated cloth.		1	

Lavatory Cleaning

		Daily	Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	1		
2	Clean and disinfect toilets, urinals and sinks.	1		
3	Clean mirrors.	1		
4	Clean and disinfect floors.	1		
5	Polish bright work on sinks and flush meters.	1		
6	Spot clean walls and stall partitions.	1		
7	Remove fingerprints from doors and door frames.	1		
8	Clean and replenish lavatory dispensers.	1		
9	Clean ceiling vents.		1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Shampoo carpeted areas		1	
2	Machine buff all VCT	1		
3	Top scrub and refinish all VCT		1	
4	Strip and refinish all VCT			1

SPECIFICATIONS

North East Service Center-9239 rear Roosevelt Blvd. (Approx. Sq. Ft.: 3,000sqft)

General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.		2	
2	Empty all recycling at desk.		2	
3	Vacuum all carpeted areas, entrance mats and runners.		2	
4	Dust mop and sweep all floors.		2	
5	Clean all fountains and coolers.		2	
6	Disinfect all telephones.		2	
7	Spot wipe all furniture.		2	
8	Clean all counter areas.		2	
9	Wet mop all floors.		2	
10	Wash and squeegee all glass, both sides.		2	
11	High and low dust with treated cloth.			1

Lavatory Cleaning

		Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	1	
2	Clean and disinfect toilets, urinals and sinks.	1	

3	Clean mirrors.	1	
4	Clean and disinfect floors.	1	
5	Polish bright work on sinks and flush meters.	1	
6	Spot clean walls and stall partitions.	1	
7	Remove fingerprints from doors and frames.	1	
8	Clean all ceiling vents.	1	
9	Clean and replenish lavatory dispensers.	1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Shampoo carpeted areas.		1	
2	Machine buff all VCT.	1		
3	Top scrub and refinish all VCT.		1	
4	Strip and refinish all VCT.			1

SPECIFICATIONS
Accident Investigation Unit- 26th & Master St
(Approx. Sq. Ft.: 7,100sqft)

General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	1		
2	Empty all recycling at desk.	1		
3	Dust mop and sweep all floors.	1		
4	Spot mop all office floors.	1		
5	Sweep interior steps.	1		
6	Mop interior steps.		1	
7	Spot clean entrance doors.	2		
8	Clean all fountains and coolers.	2		
9	Disinfect all telephones.		1	
10	Spot wipe all furniture.		2	
11	Police outside steps.	1		
12	Sweep outside steps.		1	
13	Sweep, mop and sanitize locker room floors.		1	
14	Wipe counter and clean break area sinks.	1		
15	High and low dust with treated cloth.		1	
16	Police outside walkway around building.	2		
17	Sweep outside walkway around building.		1	
18	Snow removal	As needed		

Lavatory Cleaning

		Daily	Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	1		
2	Clean and disinfect toilets, urinals and sinks.	1		
3	Clean mirrors.	1		
4	Clean and disinfect floors.	1		
5	Polish bright work on sinks and flush meters.	1		
6	Spot clean walls and stall partitions.	1		
7	Remove fingerprints from doors and door frames.	1		
8	Clean ceiling vents.		1	
9	Scrub all floors and showers.			1
10	Clean and replenish lavatory dispensers.		1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Machine buff all VCT	1		
2	Top scrub and refinish all VCT.		1	
3	Strip and refinish all VCT.			1

SPECIFICATIONS

Dungan Rd

(Internal Affairs-7790 Dungan Rd)

(I.M.P.A.C.T-7800 Dungan Rd)

(Approx. Sq. Ft.: 32,200sqft)

General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	1		
2	Empty all recycling at desk.	1		
3	Vacuum all carpeted areas, entrance mats and runners.	1		
4	Clean all fountains and coolers.	1		
5	Disinfect all phones.	1		
6	Spot wipe all furniture.	1		
7	Sweep, mop and sanitize locker room floors.	1		
8	Wet mop all floors.	1		
9	Clean glass (in/out) on entrance doors.	1		
10	Sweep outside parking lot.		1	
11	High and low dust with treated cloth.		1	
12	Snow removal.	As needed		

Lavatory Cleaning

		Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	1	
2	Clean and disinfect toilets and sinks.	1	
3	Clean mirrors.	1	
4	Clean and disinfect floors.	1	
5	Polish bright work on sinks and flush meters.	1	
6	Spot clean walls and stall partitions.	1	
7	Remove fingerprints from doors and frames.	1	
8	Clean all ceiling vents.	1	
9	Scrub all floors and showers.		1
10	Clean and replenish lavatory dispensers.	1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Shampoo carpeted areas.		1	
2	Machine spray buff all VCT.	1		
3	Top scrub and refinish all VCT.		1	
4	Strip and refinish all VCT.			1

SPECIFICATIONS

Narcotics Unit East- 4210 "G" Street
(Approx. Sq. Ft.: 5,667sqft)

General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	1		
2	Empty all recycling at desk.	1		
3	Vacuum all carpeted areas.	1		
4	Clean all fountains and coolers.	1		
5	Disinfect all telephones.	1		
6	Spot wipe all furniture.	1		
7	Dust mop and sweep all floors.	1		
8	Wet mop all floors.	1		
9	High and low dust with treated cloth.		1	
10	Police outside walkway.	1		
11	Sweep outside walkway.	1		
12	Snow removal.	As needed.		

Lavatory Cleaning

		Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	1	
2	Clean and disinfect toilets, urinals and sinks.	1	
3	Clean mirrors.	1	
4	Clean and disinfect floors.	1	
5	Polish bright work on sinks and flush meters.	1	
6	Spot clean walls and stall partitions.	1	
7	Remove fingerprints from doors and frames.	1	
8	Clean all ceiling vents.	1	
9	Scrub all floors and showers.		1
10	Clean and replenish lavatory dispensers.	1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Shampoo carpeted areas.		1	
2	Machine spray buff all VCT.	1		
3	Top scrub and refinish all VCT.		1	
4	Strip and refinish all VCT.			1

SPECIFICATIONS

Police Aviation-Northeast Airport
(Approx. Sq. Ft.: 2,400sqft)

General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	1		
2	Empty all recycling at desk.	1		
3	Dust mop and sweep all floors.	1		
4	Spot mop all office floors.	1		
5	Clean refrigerator and lunchroom.	1		
6	Clean all fountains and coolers.	1		
7	Disinfect all telephones.	1		
8	Spot wipe all furniture.	1		
9	Sweep, mop and sanitize locker room floors.	1		
10	High and low dust with treated cloth.		1	

Lavatory Cleaning

		Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	1	
2	Clean and disinfect toilets, urinals and sinks.	1	
3	Clean mirrors.	1	
4	Clean and disinfect floors.	1	
5	Polish bright work on sinks and flush meters.	1	
6	Spot clean walls and stall partitions.	1	
7	Remove fingerprints from doors and frames.	1	
8	Clean all ceiling vents.	1	
9	Scrub all floors and showers.		1
10	Clean and replenish lavatory dispensers.	1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Shampoo carpeted areas.		1	
2	Machine spray buff all VCT.	1		
3	Top scrub and refinish all VCT.		1	
4	Strip and refinish all VCT.			1

SPECIFICATIONS
Radio Shop- 11th & Reed St
(Approx. Sq. Ft.: 14,748sqft)

General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	2		
2	Empty all recycling at desk.	1		
3	Vacuum all carpeted areas, entrance mats and runners.	1		
4	Dust mop and sweep all floors.	1		
5	Spot mop all office floors.	1		
6	High speed buff corridors and lobbies.			1
7	Disinfect all telephones.	1		
8	Sweep and mop all fire tower stairs.		2	
9	Clean refrigerator and lunchroom.	1		
10	Clean all fountains and coolers.	1		
11	Spot wipe all furniture.	1		
12	Clean all freight elevators.		1	
13	Sweep, mop and sanitize locker room floors.		1	
14	Spot wipe and dust clean office windows.	1		
15	Detail lunchroom.		1	
16	Wipe door and door knobs.	1		
17	High and low dust with treated cloth.		1	
18	Snow removal	As needed		

Lavatory Cleaning

		Daily	Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	1		
2	Clean and disinfect toilets, urinals and sinks.	1		
3	Clean mirrors.	1		
4	Clean and disinfect floors.	1		
5	Polish bright work on sinks and flush meters.	1		
6	Spot clean walls and stall partitions.	1		
7	Remove fingerprints from doors and door frames.	1		
8	Clean ceiling vents.		1	
9	Scrub all floors and showers.			1
10	Clean and replenish lavatory dispensers.		1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Power wash, deck brush and disinfect showers.	1		
2	Hose exterior and pull weeds.	1		
3	Machine scrub restroom floors.	1		
4	Scrub fire tower stairs.	1		

SPECIFICATIONS

North Service Center-22nd & Somerset St
(Approx. Sq. Ft.: 3,000sqft)
General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.		1	
2	Empty all recycling at desk.		1	
3	Vacuum all carpeted areas, entrance mats and runners.		1	
4	Dust mop and sweep all floors.		1	
5	Spot mop all office floors.		1	
6	Dust and spot wipe all furniture.		1	
7	Disinfect all telephones.		1	
8	Clean and disinfect all fountains and coolers.		1	
9	Remove fingerprints from doors, doorframes, walls and light switches.		1	
10	Wash and squeegee all glass, both sides.		1	
11	Wet mop all floors.		1	
12	Wipe counter areas and clean sinks in break area.		1	
13	High and low dust with treated cloth.			1

Lavatory Cleaning

		Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	1	
2	Clean and disinfect toilets, urinals and sinks.	1	
3	Clean mirrors.	1	
4	Clean and disinfect floors.	1	
5	Polish bright work on sinks and flush meters.	1	
6	Spot clean walls and stall partitions.	1	
7	Remove fingerprints from doors and frames.	1	
8	Clean all ceiling vents.	1	
9	Scrub all floors and showers.		1
10	Clean and replenish lavatory dispensers.	1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Shampoo carpeted areas.		1	
2	Machine spray buff all VCT.	1		
3	Top scrub and refinish all VCT.		1	
4	Strip and refinish all VCT.			1

SPECIFICATIONS

Transfreight-3033 S. 63rd St
(Approx. Sq. Ft.: 22,760sqft)

General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	1		
2	Empty all recycling at desk.	1		
3	Vacuum all carpeted areas, entrance mats and runners.	1		
4	Dust mop and sweep all floors.	1		
5	Spot mop all office floors.	1		
6	Dust and spot wipe all furniture.	1		
7	Disinfect all telephones.	1		
8	Clean and disinfect all fountains and coolers.	1		
9	Remove fingerprints from doors, doorframes, walls and light switches.	1		
10	Sweep, mop and sanitize locker room and shower floors.	1		
11	Clean and disinfect shower stalls and partitions.	1		
12	Wash and squeegee all glass doors, both sides.	1		

13	Wet mop all floors.	1		
14	Wipe counter areas and clean sinks in break areas.	1		
15	High and low dust with treated cloth.		1	
16	Police outside walkway.	1		
17	Sweep outside walkway.	1		

Lavatory Cleaning

		Daily	Weekly
1	Empty and wipe exterior of waste receptacle.	1	
2	Clean and disinfect toilets, urinals and sinks.	1	
3	Clean mirrors.	1	
4	Clean and disinfect floors.	1	
5	Polish bright work on sinks and flush meters.	1	
6	Spot clean walls and stall partitions.	1	
7	Remove fingerprints from doors and frames.	1	
8	Clean all ceiling vents.		1
9	Scrub all floors and showers.		1
10	Clean and replenish lavatory dispensers.	1	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Shampoo carpeted areas.		1	
2	Machine buff all VCT.	1		
3	Top scrub and refinish all VCT.		1	
4	Strip and refinish all VCT.			1

SPECIFICATIONS
(7th. & Lehigh)
(Approx. Sq. Ft.: 17,280sqft)
General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	5		
2	Empty all recycling at desk.	5		
3	Vacuum all carpeted areas, entrance mats and runners.	n/a		
4	Dust mop and sweep all floors.	5		
5	Spot mop all office floors.	5		
6	Dust and spot wipe all furniture.		2	
7	Disinfect all telephones			1

8	Remove fingerprints from door, doorframes, walls and light switches.		1	
9	Wipe counters areas and clean sink in break area	5		
10	Dust sur-bases & windowsills		3	
	Sweep interiors steps		3	
	Police outside grounds		2	

Lavatory Cleaning

		Daily	Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	5		
2	Clean and disinfect toilets, urinals and sinks.	5		
3	Clean mirrors.	5		
4	Clean and disinfect floors.	5		
5	Polish bright work on sinks and flush meters.	5		
6	Spot clean walls and stall partitions.	5		
7	Clean and replenish lavatory dispensers		5	
8	Dust Ceiling Vents			1

SPECIFICATIONS
(19th. Fairmount)
(Approx. Sq. Ft.: 12,000sqft)
General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners.	5		
2	Empty all recycling at desk.	5		
3	Vacuum all carpeted areas, entrance mats and runners.	5		
4	Dust mop and sweep all floors.	5		
5	Spot mop all office floors.	5		
6	Dust and spot wipe all furniture.		3	
7	Disinfect all telephones			1
8	Remove fingerprints from door, doorframes, walls and light switches.	5		
9	Wash and squeegee all glass, both sides.	5		
10	Dust sur-bases & windowsills		3	
11	Police front and rear area		3	
12	High and Low dust		1	

13 *Empty all outside cans as needed

14. Police outside building front and rear as needed .

Lavatory Cleaning

		Daily	Weekly	Monthly
1	Empty and wipe exterior of waste receptacle.	5		
2	Clean and disinfect toilets, urinals and sinks.	5		
3	Clean mirrors.	5		
4	Clean and disinfect floors.	5		
5	Polish bright work on sinks and flush meters.	5		
6	Spot clean walls and stall partitions.	5		
7	Machine Scrub Floors			1

SPECIFICATIONS
Northeast Service Building
1701 Bowler Street
(Approx. Sq. Ft.: 7,700sqft)
General Cleaning

		Daily	Weekly	Monthly
1	Empty all receptacles and replace liners		5x	
2	Empty all recycling		5x	
3	Vacuum all carpeted areas, entrance mats and runners		5x	
4	Dust mop and sweep all floors		3x	
5	Spot mop all office floors		5x	
6	Spot wipe all furniture		3x	
7	Disinfect all telephones			1x
8	Wet mop all floors		2x	
9	Wipe counter areas and clean sinks in break areas	1x	5x where appl.	
10	Remove fingerprints from doors, walls & light switches		5x	
11	Dust surfaces & window sills			2x

Lavatory Cleaning

		Daily	Weekly	Monthly
1	Empty and wipe exterior of waste receptacles		5x	
2	Clean and disinfect toilets, urinals and sinks		5x	
3	Clean mirrors		5x	
4	Clean and disinfect floors		5x	
5	Polish bright work on sinks		5x	
6	Spot clean walls and stall partitions		3x	
7	Remove fingerprints from doors & door frames		5x	
8	Clean all vents			1x
9	Clean and replenish lavatory dispensers		5x	

Periodic Cleaning

		Monthly	Quarterly	Annually
1	Shampoo carpeted areas		1x	
2	Machine buff all VCT		1x	
3	Top scrub and refinish all VCT		1x	
4	Strip and refinish all VCT		1x	

2.6.2 **OCCASIONAL CLEANING-(BILLED PER OCCURRENCE)**
Work will be performed only at the direction of the City's Contract Manger. Work will typically be requi9red on Saturday, between the hours of 7:00 AM and 4:00 PM. However, the City reserves the right to require the work to be performed on any other day(s) or time(s). **Under no circumstances will the "Required Minimum Staffing" in Section 2.3 be affected to complete these tasks.**

2.6.3 **PRODUCT SPECIFICATIONS**
Successful bidder will provide two (2) four-station automatic dispensing systems that accurately dispense cleaning solution into bottles, buckets and auto scrubbers. Metering tips are installed in concentrate bottles at the factory. Each product brand should have a color logo and number. System should incorporate the following features: pressure regulator to ensure accurate dilution, vacuum breaker backflow preventer, drip tray with drain hose, dispenser labels to match spray bottle labels, window to indicate when it is time to replace product concentration bottles, locking cabinet, wall mount, and stainless steel construction.

2.6.3.1 **Crew Non-Acid Bath & Bowl Cleaner**:
Form: Liquid; Odor: Floral; Color: Blue; pH: 10.5; Complete water soluble

2.6.3.2 **Lime-Off Non-foaming Descaler:**
Color: Light Pink; Odor: Mild; pH: 1.0-1.5; Foam: Low; Completely water soluble.

2.6.3.3 **Spitfire RTU Cleaner:**
Form: Liquid; pH: 12; Color: Clear red; Odor: Fresh; Easily soluble.

2.6.3.4 **Stride Floral SC:**
Form: Liquid; Appearance: Aqueous Solution; Color: Red; pH: 8.2; Odor: Floral.

2.6.3.5 **Chlorinated Degreaser:**
Form: Liquid; Appearance: Clear, light yellow; Odor: Bleach; Complete water soluble.

2.6.3.6 **Microban:**
Form: Liquid; Appearance: Milky white liquid; Odor: Mint; pH; 6.5-7.5; 100% water soluble.

2.6.3.7 **Virex TB RTU Disinfectant:**
Form: Liquid; pH: 12.2; Appearance: Aqueous solution; Color: Colorless; Odor: Lemon

2.6.3.8 **Snapback Spray Buff:**
Form: Liquid; pH: 8.4; Water soluble; Color: white opaque.

2.6.3.9 **Endust Aerosol:**
Form: Aerosol; pH: N/A; Partial water solubility: Citrus odor

2.6.3.10 **Twinkle Stainless Steel Polish:**
Form: Liquid (Aerosol); Odor: Lemon-like; Color: Off-white; Dispersible in water.

2.6.3.11 **Champ Gum Remover:**
Form: Aerosol; Odor: Sweet; Solubility: 0.008%.

2.6.3.12 **GP Forward SC General Purpose Cleaner:**
Form: Liquid; Odor: Citrus; Color; Green; Completely soluble in water.

2.6.3.13 **Virex II 256:**
Form: Liquid; Odor: Minty; Color: Dark Blue; Completely soluble in water.

2.6.3.14 **Glance SC:**
Form: Liquid; pH: 10.5; Appearance: Liquid; Dilution: 1:20; Water soluble.

2.6.3.15 **Bravo 1500+:**
Form: Liquid; Color: Clear; pH: >13; water soluble.

2.6.3.16 **TimeSaver SR Ultra High Solids Finish:**
Form: Liquid; Color: White; Odor: Ammoniacal: pH: 8.2; Moderately soluble in water.

2.6.3.17 **Crew Emerel Multi-Surface Crème Cleanser:**
Form: Cream; Odor: Fresh; Color: White; pH: 1.4-2.0; Dispersible in water.

2.6.3.18 **Windex Glass Cleaner RTU:**
Form: Liquid; Odor: Mild; Color: Clear Blue; pH: 10.6-11.5: Completely soluble in water.

2.6.3.19 **Pledge:**
Form: Aerosol; Appearance: Emulsion; Color: Milky white; Odor: Lemon; Insoluble in water.

2.6.3.20 **Vectra:**
Form: Liquid; pH: 8.75; Appearance: Aqueous solution; Color: Off-white; Odor: Ammonia.

2.6.3.21 **SpitFire Graffiti Remover RTU:**
orm: Liquid; pH: 11.5; Appearance: Aqueous solution; Color: Colorless; Odor: Cherry-Almond; Soluble.

2.6.3.22 **Stride Citrus:**
Form: Liquid; pH: 7.6; Color: Clear light orange; Odor: Citrus; Soluble.

2.6.3.23 **GP Forward:**
Form: Liquid; pH: 13; Appearance: Aqueous solution; Color: Green; Odor: Minty; Completely soluble.

2.7 UNIFORMS

Within thirty (30) days from the Notice to Proceed date, the successful bidder's personnel will be required to wear uniforms on City property. The successful bidder's personnel also must have and wear, clearly marked and detailed, identification card/badges with picture. Said identification will be situated on the uniform so as to be plainly visible at all times.

Samples of uniforms and identification shall be submitted for review and approval by the City's Contract Manager or designee prior to implementation.

ALL NEW EMPLOYEES, HIRED AFTER THE THIRTY (30) DAY PERIOD, MUST HAVE UNIFORMS AND ID PRIOR TO STARTING WORK AT THE DESIGNATED LOCATIONS.

2.8 EQUIPMENT TO BE SUPPLIED

(i) Contractor shall furnish all equipment needed to fulfill the terms of the contract and to accomplish an acceptable and professional level of cleaning. Equipment is to be supplied immediately after the award of the contract. The City will accept no less than the minimum quantities of cleaning equipment listed below:

(ii) The City reserves the right to inspect/evaluate the performance of the equipment at any time during the contract period and require replacement if performance does not meet City's approval. Maintenance records on equipment must be made available to the City upon request.

(iii) Contractor shall submit a listing of and provide new equipment by brand name which is proposed to be used to perform the required cleaning services. Equipment is subject to approval of the Contract Manager.

(iv) All equipment required for daily maintenance services shall be stored at City Facilities. Maintenance of equipment shall be the responsibility of the Contractor.

(v) Contractor shall have available equipment which may be required for disaster services (e.g., pressure washers, wet-vacs, steam cleaners, etc.) and shall be able to bring such equipment to City Facilities in the event of an emergency or disaster to expedite clean up. Such emergency clean-up equipment shall be provided to City Hall within twenty-four (24) hours of the occurrence of disaster, if so requested. The Contract Manager reserves the right to call upon the services of experts to assist in disaster clean up.

(vi) Any equipment that breaks down must be repaired and/or replaced at Contractor's expense within twenty-four (24) hours.

Equipment List

Item	Dungan Road	Police Aviation	"G" Street	N. Svc Ctr	NE Svc Ctr	Frankford Arsenal	3033 S. 63rd St	Eakins House	AIU
Dayton 4TB85 Wet/Dry vacuum; 22 gallon capacity; 2 HP; 8.5 amps @ 120V CFM; 16.5 gallon wet capacity; 20.75 gallon dry capacity; 18' power cord.							1		
Speedshine Low Speed Floor Buffing Machine; 17' pad diameter; 185 RPM pad speed; 1 ½ HP motor; 3 gallon solution tank; 6 operating heights.									1
Tennant Model 3220 Upright vacuum; 6000 RPM; 6 position height; 50' 18 gauge 3-wire SJT cord; extra wide vinyl furniture guard; 12" steel brush roll with replacement bristles.	2	1	1	1	1	2	1	1	1

Equipment List cont'd

Item	Abandoned Car Unit	CLIP
Dayton 4TB85 Wet/Dry vacuum; 22 gallon capacity; 2 HP; 8.5 amps @ 120V CFM; 16.5 gallon wet capacity; 20.75 gallon dry capacity; 18' power cord.		
Speedshine Low Speed Floor Buffing Machine; 17' pad diameter; 185 RPM pad speed; 1 ½ HP motor; 3 gallon solution tank; 6 operating heights.		
Tennant Model 3220 Upright vacuum; 6000 RPM; 6 position height; 50' 18 gauge 3-wire SJT cord; extra wide vinyl furniture guard; 12" steel brush roll with replacement bristles.	1	1

2.9 EQUIPMENT MAINTENANCE AND SECURITY

(i) Contractor is responsible for maintenance and security of both its own and any City equipment used by the Contractor during the term of the contract.

(ii) All equipment used by the Contractor shall be clean, polished and maintained in a professional manner.

(iii) Wheels of all equipment used within City Buildings shall be cleaned daily to prevent tracking dirt, black marks, or wheel marks on floors.

(iv) Mops, sponges, polishing cloths and other cleaning tools shall be cleaned daily.

2.10 STORAGE SPACE

(i) The City will provide a secure equipment/supply storage area(s) for use by the Contractor. The area(s) shall be provided at no charge to the Contractor.

(ii) Locking and security of the Contractor's storage area(s) shall be the responsibility of the Contractor.

(iii) Contractor shall provide a detailed outline of storage needs, off-site facilities to be provided and the method of storing all hazardous materials. THERE IS TO BE NO STORAGE OF FUEL ON SITE. Fuel tanks MUST be drained immediately after each use.

2.10.1 **Storage Area:**

The successful bidder shall use only areas provided by the City for storage of materials and equipment. The areas must be maintained in a clean, safe manner. At no time may the successful bidder's equipment block any accessway or stairway in any manner. It shall be the responsibility of the contractor to properly insure its equipment. In no event shall the City be liable for any loss or damage to the Contractor's equipment (even if the City or its officers, employees or agents were negligent).

2.11 RESTROOM SUPPLIES

The City shall provide all restroom supplies, which will include toilet paper, paper towels, and soap. Bidder shall be responsible for maintaining a current inventory of all supplies and report usage to the Contract Manager for the purpose of reordering as needed. **Plastic trash can liners will not be supplied by the City.**

2.12 PROMPT REPORTING OF ACCIDENTS AND INCIDENTS

Any accidents or incidents involving the successful bidder's employees, while performing work for this contract on City premises, must be reported, by telephone, by 9:00 AM the next working day to City's Contract Manager or designee and in writing, within forty-eight (48) hours of the occurrence.

2.13 RESPONSIBILITY FOR DAMAGES

The successful bidder shall immediately repair any damage caused by him, or any subcontractors, during the course of this work. Damaged items which cannot be repaired to the City's satisfaction shall be replaced with new, at the successful bidder's expense. New items shall match the existing.

2.14 ROUTINE SUB-CONTRACT WORK (RSCW)

2.14.1 Within Thirty (30) days prior to the Contract Start Date, the awarded Contractor must provide a Snow Removal Plan to the City which will include an inventory of the equipment to be used in the snow removal services.

SNOW REMOVAL – RSCW 1

2.14.1.1 General Requirements

Contractor shall thoroughly familiarize himself/herself with all of the physical constraints of the sites by visiting each location, observing elevated and sunken plazas, building aprons, steps sidewalks, and the restricted weight and vehicle limitations and restricted spaces requiring lifting of snow.

2.14.1.2 The responsibilities of the Custodial Contractor relative to this service include, but are not limited to:

- Providing all snow and ice removal treatment throughout all affected areas of the facilities and as specified hererin, under subcontract:

- Providing all management and quality control supervision of the snow removal subcontract: by conducting operation tours; tracking and controlling service calls; creating plan of attack and problem solving for special situations/projects; monitoring application of snow/ice melting treatments; inspecting and controlling subcontractor's staff, equipment; controlling safety programs; and responding to initiatives recommended by the CSM.

- Providing a written Snow Removal Plan, to detail the Custodial Contractor's approach to various conditions of snow and ice emergencies. The plan shall include procedures for electively closing stairs and sidewalks with the express approval of the CSM. Present the plan in detailed written form, and obtain approval by the CSM.

- Proactively recommending changes to the Snow Removal Plan, during the contract year, based on experience gained and lessons learned.

2.14.1.3 Custodial Contractor's work, if any, under this section, including on site Administration, directions, and coordination is part of the basic services of the Custodial Contract, and is therefore not billable.

2.14.1.4 The Custodial Contractor shall, through his/her Subcontractor, provide all labor, material, and equipment necessary to provide the below described snow removal, sand treatment, and ice/frozen recipitation removal, complete and entire.

2.14.1.4.1 Potassium Chloride or Magnesium Chloride shall be used as the melting agent for snow on ice covered surfaces. Under no circumstances shall product be used for the purpose of melting ice and snow in lieu of cleaning it.

2.14.1.5 The frequency of the Sub-Contractor's service shall be equal to the frequency required to maintain hazard free conditions at all times with free and easy access; both during the storm and after the storm.

2.14.1.6 Custodial Contractor must ensure that the following services are carried out:

- Maintaining a weather watch service. Arranging to have equipment and personnel on call for snow removal. Maintaining a facility surveillance for the purpose of determining sidewalk, driveway and parking lot conditions, prior to facility shift changes;

- Removal of snow and/or ice shall begin as soon as the grounds are coated with precipitation.

- Maintaining all Facility sidewalks, driveways, loading docks, plaza areas, steps and doorways, clear of snow and free from ice and/or frozen precipitation. Maintaining all such space hazard free at all times, including holidays, weekends, days and evenings, whether the buildings are in normal occupied operation, or in unoccupied operation;

2.15 **WINDOW WASHING – Routing Sub-Contract Work RSCW2**

2.15.1 General Requirements Contractor shall thoroughly examine and confirm, in detail, all site conditions which affect the work. Some facilities may not have built-in provisions to accommodate exterior window washing rigging.

2.15.2 The responsibilities of the Custodial Contractor relative to window washing include, but are not limited to:

- Providing all interior and exterior window washing, complete as specified herein under a defined Subcontractor.

- Providing all management and quality control supervision of and taking full responsibility for the subcontract: by conducting operational tours; tracking and controlling all site visits; creating plans of attack and problem solving for special situations/projects, safety procedures, and overall compliance of the Subcontractor with the project objectives;

- Preparing a scheduling plan to complete exterior and interior window washing one time per contract year. Review schedule and request pproval for the CSM. Schedule shall include a breakdown of crew activities, times, locations, and safety procedures.

- As a part of a window cleaning plan, define the methods, sequences, materials, type of equipment and supplies to be utilized;

2.15.3 Specific Requirements

- The Subcontractor shall be a bona fide provider of window washing services and must follow all regulations for window cleaning as prescribed by the Commonwealth of Pennsylvania, Department of Labor and Industry; and conform to the American Standard Safety Code for Window Cleaning, ASA A39.1;

- Work shall be performed during the normal business hours in effect at each of the buildings. Perform exterior and interior window cleaning in non-public areas between 8:00 a.m. and 5:00 p.m., Monday through Friday, in coordination with facility restrictions set by the CSM. Perform interior window cleaning in public spaces during hours to be approved by the CSM.

- Furnish all labor, materials and equipment required to perform the work. Wide latitude shall be permitted in the selections of cleaning materials and equipment, provided that these will have no deleterious effects on: the windows; UV film and/or window tint; window frames or adjacent portions of the building with which they come in contact; or on personnel in the same general area. Provide a listing of proposed cleaning materials with their appropriate MSDS, for review and approval by the CSM prior to the commencement of work. Products used for glass cleaning shall meet the requirements of Green Seal's Standard for Industrial and Institutional Cleaners (GS-37). The products do not need to be Green Seal-certified if the manufacturer can demonstrate through independent testing data that the product meets the health, safety, environmental, and performance criteria set forth by GS-37. Information on GS-37 can be found at www.greenseal.org/standards/industrialcleaners.htm. Products producing irritating fumes in the condition of use shall not be employed; nor shall flammable solvents be used;

- Exterior washing shall not be done during inclement weather.

- Protect all adjacent areas and equipment (such as room finishes, blinds and draperies) to guard against damage. Promptly remove window washing excess water from the windows and all adjacent areas;

2.15.4 The Custodial Contractor shall take full responsibility for any damage to: finishes (window blinds, shades, draperies, wall paper); furnishings; and/or window frames, as a result of the labor and cleaning materials provided in the exterior/interior window washing work. Take responsibility for any scuffing damage created by the subcontractor's window washing equipment, personnel, and/or agents. Immediately repair any and all damages to finished, replace any equipment irreparably damaged by this work, all at no cost to the City.

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

The award of the contract to the successful bidder will take place in three stages.

3.1.1 Qualification Stage:

3.1.1.1 The qualification information furnished by the bidders in accordance with Sections 1.15 through 1.15.8 will be received by the City of Philadelphia Procurement Department for determination as to bidder's ability to perform the scope of services listed.

3.1.1.2 The City may require bidders to briefly discuss or clarify their submission.

3.1.1.3 The Procurement Department and Department of Publi Property shall evaluate all on-time submissions.

3.1.1.4 The City shall not be liable for any costs associated with the development, preparation, transmittal or presentation of any information or material submitted in response to this qualification information request. All information/material submitted becomes the sole property of the City and will be retained, returned, or destroyed at the City's discretion.

3.1.1.5 **Reservation of Rights**

The City reserve and may exercise the following rights and options with respect to the qualification process:

3.1.1.5.1 To qualify one (1) or more bidders

3.1.1.5.2 To reject any and all qualification Information received pursuant to this request.

3.1.1.5.3 To supplement, amend, substitute or otherwise modify the qualification information request at any time prior to bidder qualification and to cancel this process with or without another qualification process or to extend the submittal date and request additional qualification; information prior to final determination of bidders eligible for award.

3.1.1.5.4 To request additional qualification: Information (including information inadvertently omitted) and to conduct investigations with respect to the qualifications of each bidder submitting qualification information.

3.1.1.5.5 To expressly waive any defect or technicality in the qualification information received.

3.1.1.5.6 All bidders submitting qualification information will be informed in writing of the City's decision.

A. If a bidder's qualification information is determined to be non-responsive per the requirements of this bid, the bidder will be disqualified. Disqualification for non-responsiveness is final in the sole judgment and discretion of the City.

B. Bidders disqualified for reasons of responsibility who wish to appeal the decision must do so within two (2) business days of receipt of notification by the City.

3.1.1.5.7 Only those bidders determined qualified will be eligible for award. Bid packages from disqualified bidders will not be opened and will be returned unopened to the address specified in Section 1.13.

3.1.1.5.8 The City reserves the right to make site inspections of the contractor’s facility, whether announced or unannounced prior to the award of this Invitation and Bid and during the life of the contract.

3.1.2 **Bid Evaluation Stage:**

Notification of the Bid Opening date shall be announced once the City has completed its review of the Bidder Qualification Stage.

Bids will then be opened and evaluated only from those bidders whohave been accepted under Paragraph 3.1.1, Qualification Stage.

3.1.2.1 Bids will be evaluated by the Procurement Department and the Department of Public Property.

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

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

(i) improper bid security
(ii) improper bid execution
(iii) incompleteness
(iv) offering counter terms and conditions
(v) improper or incomplete execution of OEO documents (if applicable)may be disqualified by the City without notice to the bidder. The decision of the City is Final and is in the Sole Judgement and Discretion of the City.

3.2 **AWARD**

3.2.1 The award will be made as a whole to that responsive and responsible bidder who is in compliance with all requirements of this Invitation and Bid and whose Basis of Award Total to the City (as determined by Procurement) is the lowest. Reference is made to Section 5.2 for the Basis of Award Evaluation.

3.2.1.1 **Pre–Award Meeting**

A Mandatory Pre-Award Meeting will be held **after** the opening and **prior** to award with the apparent low bidder who meets the requirements of this Invitation and Bid. This meeting will be held to ensure that the vendor is prepared to meet all of the service and equipment requirements as outlined in this Invitation and Bid.

3.2.2 **Resume Submittal**

Prior to the commencement of any work, the awarded bidder shall provide the name of the Project Manager and Shift Supervisors for approval by Public Property. The list shall include training and experience credentials of each.

3.2.2.1 **Project Manager/Shift Supervisors**

These individuals must have experience in supervising projects of similar size and scope; and must be experienced in planning and handling multiple tasks and processing the reports and documentation required for this contract.

The supervisors must be experienced in the direction and control of operational employees.

3.2.3 In addition, the successful bidder may be requested to submit to the City, copies of all background and credential information for all of the bidder's personnel working on this contract, prior to the start date of the contract.

3.2.4 **LBE Calculation:**

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

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

3.2.5 **Performance Security:**
If the total award amount exceeds $500,000, the Master Performance Security 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 1.3.1 and 1.3.2 shall apply.

3.2.6 The Successor\Contractor must comply with the **"Protection of Displaced Contract Workers" Law, Section 9-2300 of the Philadelphia Code** requiring the Successor Contractor, among other things, to retain certain Non-Management Employees for a Ninety Day Period.

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

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

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

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

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Upon award, the Procurement Department shall apply the Department of Public Property's Requisition against the contract and issue a Purchase Order.

4.1.2 The Department of Public Property 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.

4.1.3 **Additions or Changes to Contract Work**

The City, at its discretion, may add to or delete from the work schedule, or obtain supplies, only by notification, in writing, to the successful bidder from an authorized representative of the City. For any additional work which is not covered by the contract, the successful bidder must submit a written cost estimate showing a breakdown of labor, materials and equipment.
At the Project Manager's discretion, however, the successful bidder's day shift personnel shall be assigned to deal with emergency situations on site or off-site that is part of their normal business day duties.

4.1.3.1 In the event that the City deletes permanently or temporarily any work areas covered under this specification, payment to the successful bidder will be **decreased** by the **number of square footage** involved **times** the **quoted price per square foot for the affected area.**

4.1.4 **INVOICES**
Invoices shall be processed for payment once per month after performance and acceptance of the service by the City.

4.2 **VENDOR RESPONSIBILITY**

4.2.1 Contractor may perform only after receipt of a purchase order or other authorizing document from the Procurement Department. All orders must be in writing. Contractor shall not accept any verbal request to perform service.

4.2.2 Contractor may provide only services that have been incorporated into the contract at the prices quoted and are reflected on a purchase order; or an advice of change to a purchase order. (An advice of change to a purchase order is issued whenever the items, unit prices total amount or terms and conditions change from the original purchase order.)

4.2.3 Contractor may perform up to the limit of the purchase order for the period covered. Contractors are required to carefully monitor obligations against purchase orders and inform departments of anticipated shortfalls.

4.2.4 In the event that the Contractor receives a request for services not specifically priced and incorporated into the contract, they must:

(i) bring this to the immediate attention of the Procurement Department and;

(ii) notify Public Property in writing and refuse to perform.

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

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

4.2.7 **VIOLATION OF CONTRACT**

Any occurrences, incidents, deficiencies, violations or omissions of the work delineated in this Invitation and Bid shall be defined by the City as a violation of the contract by the Contractor. These deficiencies shall not be limited to those listed in the below paragraphs:

(a) Abandonment of the work assigned or if the time schedule as defined between the Contract Manager and the Contractor prior to the initiation of work is exceeded or negligence or failure to prosecute the work with promptness and diligence,

(b) Refusal and negligence to furnish and supply sufficient/properly skilled workmen, equipment and materials;

(c) Improperly, carelessly execution of any of the work or to conduct their services in bad faith, shall constitute default in the performance of the contract. The Contract Manager may notify the contractor in writing to remedy these deficiencies and require the contractor to comply with the terms, conditions and provisions of the contract.

The above general defined deficiencies or incidents are defined as <u>any</u> deficiency in work performance or failure to comply with the specifications of the contract on a per occurrence basis.

4.2.7.1 If the said notification be without effect three working days after delivery thereof, or twenty-four (24) hours when, in the opinion of the Contract Manager, immediate action is necessary to safeguard life or property, then and in that event the Contract Manager shall notify the Procurement Commissioner who shall have the right to declare the contractor in default and to notify the Contractor to discontinue the work or any part thereof under the contract, and to call upon the surety to complete the same through agencies which meet the approval of the Procurement Commissioner and, in the opinion of said Procurement Commissioner have qualifications equal to those required of the original Contractor.

If the Surety fail to take up and prosecute the work by means of such approved agencies within ten (10) working days (or within twenty-four (24) hours when in the opinion of the Procurement Commission shall have the right to declare the Surety in default and, at his option:

(a) To terminate the work under the contract, to maintain conditions, to obtain bids (if circumstances will allow) for all or any portion of the work, and to enter into a new contract the work of the original contract; or

(b) In case of an emergency, including but not limited to, danger to life or property, or serious interference with traffic, to terminate the work under the contract, and to then and there secure in open market, from any person or party, at the then current market prices the materials of the quality required, the necessary workmen and mechanics, and the required equipment to carry forward the said work and complete the contract.

4.2.7.2 Upon default by the Contractor as herein above set forth, all moneys due the contractor upon estimates, retained percentage or otherwise, materials delivered, materials built into the work, and the Contractor's plant (including tools, appliances, and equipment on the premises intended for use in the performance of contract), shall upon such default become the property of the City for use in the completion of the work, and resort shall be had thereto by the City to the extent necessary to maintain and complete the work and reimburse the City for its outlays and expenditures in the premises.

4.2.7.3 In case of such default by the Contractor, the remedies herein provided shall be in addition to and not in substitution of the rights and remedies which would otherwise be vested in the City, all of which rights and remedies are specifically reserved to the City. The failure of the City to exercise any of the remedies herein provided shall not preclude the resort to any other appropriate remedy.

4.2.7.4 The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the City for the recovery of damages or otherwise, in the event of default by the Contractor.

4.2.7.5 Contractor and his surety shall pay to the City on demand, all loss, expense, cost or damage suffered or incurred by it by reason of any default.

4.2.8 **Liquidated Damages**:
Failure to complete scheduled work or work performed in an unsatisfactory manner, and/or having less than the minimum staffing level, will be subject to a credit assessment and/or non-payment for work not performed as specified. Credit assessments shall be in the amount of four hundred fifty dollars ($450.00) per each occurrence per day and/or for each employee below the minimum staffing. The credit assessments shall be deducted from the successful bidder's monthly bill. The successful bidder will receive written notification of non-performance and/or failure to provide minimum staff by the Department of Public Property and shall clearly note deductions on invoice submittals. Repeated acts or omissions which result in non-payment or credit assessments under this paragraph or any other provision of this contract shall be sufficient cause for the City, at its option, to declare contractor in default and exercise all available rights and remedies.

4.2.8.1 In the event of any of the occurrences below, events or omissions, the City shall impose an additional charge upon the vendor, liquidated damages of $425.00 for each event, incident or omission per day until such actions are remedied by the vendor:

(i) Failure to provide all equipment, materials and parts necessary for the performance of the work.

(ii) Use or possession of alcoholic beverages, drugs or weapons of any nature.

(iii) Failure to provide new employees with uniforms and ID prior to starting work.

(iv) Blockage and/or untidiness of the Storage Area.

(v) Any other violations or omissions of the terms of the contract as determined by the Contract Manager.

(vi) Failure to meet and maintain staffing requirements as set forth in this Invitation and Bid.

4.2.8.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law. The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. The City/using agency shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on vendor; all assessments of liquidated damages must also be reported, in writing, to the Procurement dept. Buyer as they occur.

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

4.2.9 **Invoicing:**

4.2.9.1 Invoices submitted against purchase orders shall be processed for payment once per month upon the City's acceptance and approval of the services performed. The City's standard payment cycle is 45-60 days after receipt and processing of the invoices by Public Property.

4.2.9.2 The successful bidder shall submit a fully itemized invoice in triplicate, one (1) original and two (2) copies, priced in accordance with the contract to the Department of Public Property. Supporting documentation is required which will include, but not be limited to, certified payroll records, time sheets and copies of the time cards for the custodial employees, supervisors and Project Manager.

4.2.9.3 The invoice must correctly reference the contract number, vendor name, address and Federal Employer Identification Number.

4.2.9.4 The invoice must show the quantity and type of item or service and the price.

4.2.9.5 The unit of purchase on the invoice must agree with the unit cited on the contract. Reference to the specific line item is helpful.

4.2.9.6 If this information is not on the invoice, Public Property will return it to the successful bidder in which case your payment may be delayed.

4.2.9.7 If additional documentation is required, the successful bidder will be notified in writing by the City's Contract Manager. Invoices will not be processed without the required supporting documentation.

4.2.10 **PAYMENTS**

The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that all invoices contain the information outlined in Paragraph 4.2.9 above.

4.2.10.1 Paying the successful vendor is the responsibility of the receiving City Department(s), not the Procurement Department. The successful vendor should bring any problems concerning payments to the attention of the appropriate City receiving department. The name and number of the contact person can generally be found on the purchase order.

4.2.10.2 Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to."

4.2.11 **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 thereunder.

a. All employees performing work under the contract shall be paid at least the applicable wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given at least 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 MDO, Labor Standards Unit, 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 MDO, Labor Standards Unit, 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.

f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the minimum 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 MDO, Labor Standards Unit, 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 minimum to all employees.

g. The minimum 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's Public Information Unit (215)686-4720/21.

See Attached Applicable Wage Schedule

CITY OF PHILADELPHIA

PREVAILING WAGE RATE SCHEDULE

FOR

CUSTODIAL SERVICES FOR CITY HALL

	01/01/13-03/31/13	04/01/13-10/31/13	11/01/13-03/31/14	04/01/14-10/31/14	11/01/14-03/31/15	04/01/15-10/31/15
BASE:	$15.75	$16.41	$16.41	$16.74	$16.74	$17.07
FRINGE:	$6.99	$6.99	$7.32	$7.32	$7.88	$7.88

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 Philadelphia Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits and area working conditions.

(3) The Prevailing Wage Rate Schedule for future dates (After 10/31/15) cannot be determined as of the time of the Bid Opening date for Invitation and Bid No. S3Z58400. The City of Philadelphia Labor Standards will announce the Prevailing Wage Rate Schedule for future dates as they become available.

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

4.2.12 **PRICE INCREASE/DECREASE**

Contractor shall provide services at the prices set forth in Section 5 for the period **06/01/2013 through 5/31/2014**; 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 February of the **applicable year of the renewal.**

For billing purposes in renewal periods, the then current contract prices will be used to calculate price increase with a sum consisting of then current pricing multiplied by the increase in the CPI for the preceding February to February period. A cap of 5% is hereby established as the maximum annual cost increase.

During the term of the contract resulting from this Invitation and Bid, to include any renewal periods, if applicable, it is agreed that any and all Collective Bargaining Agreements between the vendor and the Union(s) are independent of the City's contract. The City will not be responsible or obligated in any way to revise compensation or any other aspect of its contract with the vendor to accommodate a Collective Bargaining Agreement.

4.2.13 **Cooperation/Operation With Other Contractors**
The contractor shall cooperate/operate with any other contractors on concurrent work that may be on or adjacent to this work, and shall afford reasonable facilities and access to them. The Contract Manager will decide any matters in dispute as to the performance of the work, including access to the site and priority of performance on either side of the division line between contiguous contract sections.

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

4.3 PARTNERING INITIATIVE

The City encourages the successful bidder to endeavor to improve the efficiency and effectiveness of cleaning services, which will result in improvement in the level of service quality and/or reduced costs. If during the term of the original contract period, or subsequent renewal periods, the bidder can provide evidence of cost savings which do not adversely effect cleaning quality, the City will share the amount saved with the bidder in a percentage amount to be determined by the City.

4.4 City Audit

From time to time during the Initial Term and any Additional Term(s) of the Contract, and for a period of five (5) years after termination of the Contract, the City may audit Contractor's performance under the Contract. Audits may be conducted by representatives of the procurement Department, the Department of Public Property or other authorized City representatives including, without limitation, the City Controller.

If so requested, Contractor shall submit to the City all vouchers or invoices presented for payment pursuant to the Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Contract.

All such vouchers or invoices, work papers, books, records, accounts, cancelled checks, documentation and justification shall be subject to periodic review and audit by the City.

4.5 **Bidder Acceptance**

In submitting an executed prequalification and bid package, the bidder agrees to Contract Management procedures outlined in this section.

SECTION 5: PRICING AND BASIS OF AWARD

(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.

5.1 **PRICING**

		Approx Sq. Ft.	Cost per sq. ft.	Extended Amount
5.1.1	**VARIOUS CITY LOCATIONS** (Reference Paragraphs 2.4 through 2.4.29.1 and Paragraphs 2.6 and 2.6.1)			
	25002-018-001			
(a)	DUGAN RD. (Both Blds.)	32,200 SQFT	$_____	$_____
	25002-018-002			
(b)	N.E. AIRPORT	2,400 SQFT	$_____	$_____
	25002-018-003			
(c)	G STREET	5,667 SQFT	$_____	$_____

		Approx Sq. Ft.	Cost per sq. ft.	Extended Amount
	25002-018-004			
(d)	Mini City Hall North Svc. Ctr.	3,000 SQFT	$_____	$_____
	25002-018-005			
(e)	Mini City Hall N.E. Svc. Ctr.	3,000 SQFT	$_____	$_____
	25002-018-006			
(f)	FRANKFORD ARSENAL	44,284 SQFT	$_____	$_____
	25002-018-007			
(g)	3033 S. 63RD ST.	22,760 SQFT	$_____	$_____
	#25002-018-008			
(h)	EAKINS HOUSE 1729 MT. VERNON	7,078 SQFT	$_____	$_____
	25002-018-009			
(i)	11TH & REED STS.	14,784 SQFT	$_____	$_____
	25002-018-010			
(j)	4000 N. AMERICAN ST.	9,950 SQFT	$_____	$_____
	25002-018-011			
(k)	CLIP	1,842 SQFT	$_____	$_____
	25002018-012			
(l)	ACCIDENT INVESTIGATION UNIT	7,100 SQFT	$_____	$_____

		Approx Sq. Ft.	Cost per sq. ft.	Extended Amount
	25002-018-047			
(m)	7TH ST. & LEHIGH AVE.	17,280 SQFT	$_____	$_____
	25002-018-048			
(n)	19TH & FAIRMOUNT (HEALTH CENTER)	12,000 SQFT	$_____	$_____
	25002-018-049			
(o)	1701 W. BOWLER ST.	7,700 SQFT	$_____	$_____

25002-018-000

5.1.1.1 Total Monthly Basic Service Cost for above

191,045 SQFT $_____

Total Monthly Cost x 12 = $_____

		Qty	Unit of Measure	Unit Price	Extended Amount

5.1.2 Direct Labor Billing Rate for Additional Services if Required (Reference Paragraph 2.6.2)

	25002-018-013				
a)	Custodian-Regular	40	Hr	$_____	$_____
	25002-018-014				
b)	Custodian-Overtime	20	Hr	$_____	$_____

5.1.2.1 Overtime labor rate will be computed from arrival at facility to departure, rounded to the next 1/4 hour. No additional payment is authorized for travel time.

5.1.3 **Window Washing Price (One Time x per Each Year)**

CITY LOCATIONS:
(Reference Paragraphs 2.15 through 2.15.4)

	25002-018-015				
(a)	DUGAN RD. (Both Blds.)	1	EA	$_____	$_____
	25002-018-016				
(b)	N.E. AIRPORT	1	EA	$_____	$_____
	25002-018-017				
(c)	G STREET	1	EA	$_____	$_____
	25002-018-018				
(d)	Mini City Hall North Svc. Ctr.	1	EA	$_____	$_____

		Qty	Unit of Measure	Unit Price	Extended Amount
	25002-018-019				
(e)	Mini City Hall N.E. Svc. Ctr.	1	EA	$_____	$_____
	25002-018-020				
(f)	FRANKFORD ARSENAL	1	EA	$_____	$_____
	25002-018-021				
(g)	3033 S. 63RD ST.	1	EA	$_____	$_____
	25002-018-022				
(h)	EAKINS HOUSE 1729 MT. VERNON	1	EA	$_____	$_____
	25002-018-023				
(i)	11TH & REED STS.	1	EA	$_____	$_____
	25002-018-024				
(j)	4000 N. AMERICAN ST.	1	EA	$_____	$_____
	25002-018-025				
(k)	CLIP	1	EA	$_____	$_____
	25002-018-026				
(l)	ACCIDENT INVESTIGATION UNIT	1	EA	$_____	$_____

		Qty	Unit of Measure	Unit Price	Extended Amount

5.1.4 **Snow Removal Service (Unit Price per Year / Per Location)**

CITY LOCATIONS:
(Reference Paragraphs 2.14 through 2.14.1.6)

	25002-018-027				
(a)	DUGAN RD. (Both Blds.)	1	YR	$_____	$_____
	25002-018-028				
(b)	N.E. AIRPORT	1	YR	$_____	$_____
	25002-018-029				
(c)	G STREET	1	YR	$_____	$_____
	25002-018-030				
(d)	Mini City Hall North Svc. Ctr.	1	YR	$_____	$_____
	25002-018-031				
(e)	Mini City Hall N.E. Svc. Ctr.	1	YR	$_____	$_____
	25002-018-032				
(f)	FRANKFORD ARSENAL	1	YR	$_____	$_____
	25002-018-033				
(g)	3033 S. 63RD ST.	1	YR	$_____	$_____
	25002-018-034				
(h)	EAKINS HOUSE 1729 MT. VERNON	1	YR	$_____	$_____
	25002-018-035				
(i)	11TH & REED STS.	1	YR	$_____	$_____

		Qty	Unit of Measure	Unit Price	Extended Amount
	25002-018-036				
(j)	4000 N. AMERICAN ST.				
		1	YR	$_____	$_____
	25002-018-037				
(k)	CLIP				
		1	YR	$_____	$_____
	25002-018-038				
(l)	ACCIDENT INVESTIGATION UNIT				
		1	YR	$_____	$_____

5.1.5 **Optional Cleaning Services (Reference Paragraphs 2.5 through 2.5.10)**

5.1.5.1 Bonnett Buffing Carpet

25002-018-039
a) 5000 SF or Over $_____/ SQFT

25002-018-040
b) Under 5000 SF $_____/ SQFT

5.1.5.2 Rotary Shampooing Carpet

25002-018-041
a) 5000 SF or Over $_____/ SQFT

25002-018-042
b) Under 5000 SF $_____/ SQFT

5.1.5.3 Strip/Refinish Tile

25002-018-043
a) 5000 SF or Over $_____/ SQFT

25002-018-044
b) Under 5000 SF $_____/ SQFT

5.1.5.4 Top Scrub and Recoat Tile

25002-018-045

a) 5000 SF or Over $_____/ SQFT

25002-018-046

b) Under 5000 SF $_____/ SQFT

5.1.6 **25002 019**

Provision for Additional Materials to be requested by the City during the contract period but not initially listed in the Invitation and Bid (Reference Paragraph 4.1.3):

MATERIALS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) + 7% MARK- UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit a copy of original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier + 7%. No overhead, expenses, etc. Shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

Estimated Expenditures..... $5,000.00

5.2 **BASIS OF AWARD FOR EVALUATION PURPOSES ONLY; TO BE COMPLETED BY PROCUREMENT. The prices used for the calculation of the Basis of Award will be the prices quoted in Section 5.1 – Pricing. In the event of a conflict between the prices quoted in Section 5.1, Pricing, of the Bid and those used in the Basis of Award, the Prices quoted in the Pricing section will prevail and will be used for all calculations.**

5.2.1 Item #5.1.1.1 X 191,045 SqFt X 12 Months

5.2.2 Item #5.1.2 (a) X 40 Hours
5.2.3 Item #5.1.2 (b) X 20 Hours

5.2.4 Item #5.1.3 [a] X 1 Each
5.2.5 Item #5.1.3 [b] X 1 Each
5.2.6 Item #5.1.3 [c] X 1 Each
5.2.7 Item #5.1.3 [d] X 1 Each
5.2.8 Item #5.1.3 [e] X 1 Each
5.2.9 Item #5.1.3 [f] X 1 Each
5.2.10 Item #5.1.3 (g) X 1 Each
5.2.11 Item #5.1.3 (h) X 1 Each
5.2.12 Item #5.1.3 (i) X 1 Each
5.2.13 Item #5.1.3 (j) X 1 Each
5.2.14 Item #5.1.3 (k) X 1 Each
5.2.15 Item #5.1.3 (l) X 1 Each

5.2.16 Item #5.1.4 [a] X 1 Each
5.2.17 Item #5.1.4 [b] X 1 Each
5.2.18 Item #5.1.4 [c] X 1 Each
5.2.19 Item #5.1.4 [d] X 1 Each
5.2.20 Item #5.1.4 [e] X 1 Each
5.2.21 Item #5.1.4 [f] X 1 Each
5.2.22 Item #5.1.4 (g) X 1 Each
5.2.23 Item #5.1.4 (h) X 1 Each
5.2.24 Item #5.1.4 (i) X 1 Each
5.2.25 Item #5.1.4 (j) X 1 Each
5.2.26 Item #5.1.4 (k) X 1 Each
5.2.27 Item #5.1.4 (l) X 1 Each

5.2.28	Item #5.1.5.1 (a) X 40,000 SqFt
5.2.29	Item #5.1.5.1 (b) X 4,500 SqFt
5.2.30	Item #5.1.5.2 (a) X 20,000 SqFt
5.2.31	Item #5.1.5.2 (b) X 4,500 SqFt
5.2.32	Item #5.1.5.3 (a) X 8,000 SqFt
5.2.33	Item #5.1.5.3 (b) X 3,000 SqFt
5.2.34	Item #5.1.5.4 [a] X 8,000 SqFt
5.2.35	Item #5.1.5.4 [b] X 3,000 SqFt
5.2.36	Item #5.1.6 Estimated Expenditures: $5,000.00 X 7% Mark-up

Attachment A

Site-Inspection Schedule

&

Certification Form

CUSTODIAL SERVICES FOR VARIOUS CITY OF PHILADELPHIA AGENCIES

MANDATORY

SITE-VISIT SCHEDULE

AND

SITE-VISIT CERTIFICATION FORM

IT IS STRONGLY RECOMMENDED THAT BIDDERS REFER TO THE ATTACHED SITE VISIT SCHEDULE WHICH PROVIDES THE MANDATORY SITE VISIT DATES / TIMES IN THE ORDER THEY ARE TO BE CONDUCTED.

THERE WILL BE NO MAKE-UP SITE VISITS IN THE EVENT A BIDDER SHOULD FAIL TO COMPLETE A SITE VISIT ON THE SCHEDULED DATE AND TIME LISTED BELOW:

TUESDAY, FEBRUARY 19th, 2013

CLIP 8747 Frankford Avenue	**Tuesday, February 19th, 2013**	**9:00 AM**
POLICE AVIATION UNIT–NE AIRPORT Grant Ave & Ashton Road	**Tuesday, February 19th, 2013**	**10:00 AM**
NORTHEAST SERVICE BUILDING 1701 w. Bowler Street	**Tuesday, February 19th, 2013**	**10:45 AM**
MINI CITY HALL - NORTHEAST 9239 (rear) Roosevelt Blvd	**Tuesday, February 19th, 2013**	**11:30 AM**
POLICE INTERNAL AFFAIRS BUILDING 7790 Dungan Road	**Tuesday, February 19th, 2013**	**12:30 PM**
IMPACT BUILDING 7800 Dungan Road	**Tuesday, February 19th, 2013**	**1:00 PM**
FRANKFORD ARSONAL 5301 Tacony Street	**Wednesday, February 20th, 2013**	**9:00 AM**
POLICE NARCOTICS UNIT EAST 4210 G Street	**Wednesday, February 20th, 2013**	**10:00 AM**
ABANDONED CAR UNIT 4000 N. American Street	**Wednesday, February 20th, 2013**	**11:00 AM**

DEPT ARTMENT OF PUBLIC PROPERTY WAREHOUSE 7Th Street & Lehigh Ave.	**Wednesday, February 20th, 2013**	**12:00 PM**
MINI CITY HALL - NORTH 22nd & Somerset Streets	**Wednesday, February 20th, 2013**	**12:45 PM**
CITY EMPLOYEE HEALTH CENTER 19TH Street & Fairmount Ave.	**Thursday, February 21st, 2013**	**9:00 AM**
POLICE ACCIDENT INVESTIGATION UNIT 26th & Master Streets	**Thursday, February 21st, 2013**	**10:00 AM**
THOMAS EAKINS HOUSE 1729 Mt. Vernon Street	**Thursday, February 21st, 2013**	**11:00 AM**
RADIO SHOP 11th & Reed Streets	**Thursday, February 21st, 2013**	**12:00 PM**
TRANSFREIGHT BUILDING 3033 s. 63RD Street	**Thursday, February 21st, 2013**	**1:15 PM**

Bid Number:_____

Opening Date:_____

MANDATORY SITE VISIT CERTIFICATION FORM
DATES AND TIMES

(To Be Submitted With Bid Package)

The following Mandatory Site Visit Locations, Dates & Times that Bidders are required to attend are listed below:

TUESDAY, FEBRUARY 19TH, 2013

LOCATION	INSPECTION DATE	INSPECTION START TIME
CLIP 8747 Frankford Avenue	**Tuesday, February 19th, 2013**	**9:00 AM**

Joseph T. Harley Jr.

Signature: _____

LOCATION	INSPECTION DATE	INSPECTION START TIME
POLICE AVIATION UNIT - NE AIRPORT Grant Ave & Ashton Road	**Tuesday, February 19th, 2013**	**10:00 AM**
	Joseph T. Harley Jr. Signature:_____	
NORTHEAST SERVICE BUILDING 1701 w. Bowler Street	**Tuesday, February 19th, 2013**	**10:45 AM**
	Joseph T. Harley Jr. Signature:_____	
MINI CITY HALL – NORTHEAST 9239 (rear) Roosevelt Blvd.	**Tuesday, February 19th, 2013**	**11:30 AM**
	Joseph T. Harley Jr. Signature:_____	

LOCATION	INSPECTION DATE	INSPECTION START TIME
POLICE INTERNAL AFFAIRS BUILDING 7790 Dungan Road	**Tuesday, February 19th, 2013**	**12:30 PM**

Joseph T. Harley Jr.

Signature:_____

IMPACT BUILDING 7800 Dungan Road	**Tuesday, February 19th, 2013**	**1:00 PM**

Joseph T. Harley Jr.

Signature:_____

WEDNESDAY, FEBRUARY 20th, 2013

LOCATION	INSPECTION DATE	INSPECTION START TIME
FRANKFORD ARSONAL 5301 Tacony Street	**Wednesday, February 20th, 2013**	**9:00 AM**

Joseph T. Harley Jr.

Signature:_____

POLICE NARCOTICS UNIT EAST 4210 G Street	**Wednesday, February 20th, 2013**	**10:00 AM**

Joseph T. Harley Jr.

Signature:_____

ABANDONED CAR UNIT 4000 N. American Street	**Wednesday, February 20th, 2013**	**11:00 AM**

Joseph T. Harley Jr.

Signature:_____

LOCATION	INSPECTION DATE	INSPECTION START TIME
DEPTARTMENT OF PUBLIC PROPERTY WAREHOUSE 7Th Street & Lehigh Ave.	**Wednesday, February 20th, 2013**	**12:00 PM**

Joseph T. Harley Jr.

Signature:_____

MINI CITY HALL – NORTH 22nd & Somerset Streets	**Wednesday, February 20th, 2013**	**12:45 PM**

Joseph T. Harley Jr.

Signature:_____

THURSDAY, FEBRUARY 21st, 2013

LOCATION	INSPECTION DATE	INSPECTION START TIME
CITY EMPLOYEE HEALTH CENTER 19TH Street & Fairmount Ave.	**Thursday, February 21st, 2013**	**9:00 AM**

Joseph T. Harley Jr.

Signature:_____

POLICE ACCIDENT INVESTIGATION UNIT 26th & Master Streets	**Thursday, February 21st, 2013**	**10:00 AM**

Joseph T. Harley Jr.

Signature:_____

THOMAS EAKINS HOUSE 1729 Mt. Vernon Street	**Thursday, February 21st, 2013**	**11:00 AM**

Joseph T. Harley Jr.

Signature:_____

LOCATION	INSPECTION DATE	INSPECTION START TIME
RADIO SHOP 11th & Reed Streets	**Thursday, February 21st, 2013**	**12:00 PM**

Joseph T. Harley Jr.

Signature:_____

TRANSFREIGHT BUILDING 3033 s. 63RD Street	**Thursday, February 21st, 2013**	**1:15 PM**

Joseph T. Harley Jr.

Signature:_____

This Form MUST be signed and dated by the Contract Administrator or his/her designee listed above for each location to certify that the below vendor has inspected the area.

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID

Company Name:_____

Address:_____

City/State/Zip Code:_____

Telephone Number: (_____) _____Fax Number (_____) _____

E-Mail Address:_____

Attention Bidder:

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

Exhibits
Drawings
Attached specifications
Attached documents

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

C I T Y O F P H I L A D E L P H I A

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

1. **AFTER THE DELIVERY OR SERVICES HAS BEEN COMPLETED YOU MUST SUBMIT THREE (3) COPIES OF AN INVOICE FOR PAYMENT TO THE RECEIVING DEPARTMENT LISTED ON THE PURCHASE ORDER.**

2. **THE INVOICE MUST CORRECTLY REFERENCE THE PURCHASE ORDER NUMBER, THE VENDOR NAME, ADDRESS AND FEDERAL EMPLOYER IDENTIFICATION NUMBER.**

3. **CHECKS WILL ONLY BE MADE PAYABLE TO THE COMPANY NAME AS SHOWN ON THE PURCHASE ORDER, THE INVOICE MUST REFLECT THIS SAME COMPANY NAME AS THE "PAY TO".**

4. **THE INVOICE MUST SHOW THE QUANTITY AND TYPE OF ITEM OR SERVICE AND THE PRICE.**

5. **THE UNIT OF PURCHASE ON THE INVOICE MUST AGREE WITH THE UNIT CITED ON THE PURCHASE ORDER. REFERENCE TO THE SPECIFIC LINE ITEM IS HELPFUL.**

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

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

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

BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date states as the Bid opening.
- Note the City Anti-Discrimination Policy or Economic Opportunity Plan (EOP). If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet all qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. Faxed bids will not be accepted.
- Do not submit counter terms or conditions. **Your bid will be rejected**.
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts. All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

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

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

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

This Is Not A Right To Know Request. This form cannot be used to submit a Right To Know Request. *See* City of Philadelphia Open Records Policy: http://www.phila.gov/privacy/pdfs/finalcityopenrecords.pdf

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

Date of Request:_____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____
Company Representative: _____
Address: _____
_____
Email Address _____
Telephone No.: _____ Fax No.: _____

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

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

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

Mail Request To:
The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

COMPANY CHECK OR MONEY ORDER ONLY

C I T Y O F P H I L A D E L P H I A

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids
Period of Coverage: July 1, 2012 – June 30, 2014

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2012 to June 30, 2014**, complete the enclosed application and return it with a check for **$200.00.** Make the check payable to "**City of Philadelphia**". It is **non-refundable.** To clarify the precise use of the check, enter the words "**Bid Security Program**" **2012 – 2014** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____

E Mail Address: _____

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

☐ A. Check payable to the City of Philadelphia in the amount of $200.00 for 7/1/12 to 6/30/14

DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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

C I T Y O F P H I L A D E L P H I A

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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

C I T Y O F P H I L A D E L P H I A

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

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

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

AMOUNT OF BID OR ESTIMATED. CONTRACT	AMOUNT OF CERTIFIED CHECK
$ 30,000.00 or less	No Check Required
$ 30,000.01 – $ 99,999.99	$ 500.00
$100,000.00 – $249.999.99	$2,000.00
$250,000.00 – $499,999.99	$4,000.00
$500,000.00 or more	$6,000.00

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

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

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

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

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

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

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

Section 16 and/or 18.

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

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

EVALUATION AND AWARD

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

8. RESPONSIVENESS. Subject to the right of the Procurement Commissioner to waive non-responsiveness as set forth below in this Section, these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of their bids. After bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review all bids for responsiveness to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid.

Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for, or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid is non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material to the Invitation and Bid or that a waiver of the non-responsiveness is otherwise permitted by the Invitation and Bid, by these Terms and Conditions of Bidding and Contract or by law. The Procurement Department's determination of non-responsiveness shall be final and any bid rejected as non-responsive shall not be eligible for contract award.

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;

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

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with

the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

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

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

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

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

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any

other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

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

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

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

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

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

b. Subcontractor's Certification of Non-Indebtedness -- Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor" shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

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

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

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

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 31 herein.

25. NONDISCRIMINATION.

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

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

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

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

b. City Employee Interest in City Contracts. In accordance with Section 10-102 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

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

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting

bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

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

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

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17–104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17–104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Sections 17–1302(5) and 17–1303 and if this is a Service Contract, as defined in Code Section 17–1302(9), Contractor shall comply with the minimum compensation standards by providing to those employees 1) an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non–seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17–1300, 2) to the extent the Contractor provides health benefits to any of its employees, provide each full-time, non-temporary, non–seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Contractor; and 3) provide to each full-time, non–temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17–1305(2). By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17–1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

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

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

31. EQUAL BENEFITS. If this is a Service Contract, as defined in Philadelphia Code Section 17–1901(4), for an amount in excess of $250,000, Contractor shall, for employees who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19–502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17–1900 of the

Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17–1900. Following the award of a contract subject to Chapter 17–1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

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

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

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

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

SIGNING OF BIDS:
If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed $30,000, date and sign the bid here, with the original signatures, in ink.

This _____day of_____20

_____ _____
(Signature of Owner, Partner) **(Type or Print Name and Title)**

_____
(Business Name of Bidder)

_____ _____
(Address, including Zip Code) **(Telephone Number, including Area Code)**

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

This_____day of_____20

CORPORATE SEAL

_____
(Corporate or Business Name of Bidder)

_____ _____
(Address, including Zip Code) **(Telephone Number, including Area Code)**

_____ _____
(Signature of President or Vice President) **(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)**

_____ _____
(Type or Print Name and Title) **(Type or Print Name and Title)**

APPROVED AS TO FORM **CONTRACT EXECUTION**

_____ _____
(Assistant City Solicitor) **(Procurement Commissioner)**