

BID OPENING DATE AND TIME

On: March 17, 2014

AT: 10:30 A.M.

BID NO. S4WV5310	PAGE 1 OF 43	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW <small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.</small>
<small>This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.</small>		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	NAME AND ADDRESS OF FIRM
DEPARTMENT Water	DIVISION Flow Control		
AWARDED			
DATE FOR THE PROCUREMENT COMMISSIONER			Federal EIN/Social Security Number
			BUYER: J. Manton T. Waters

TITLE OF BID: R.E. Roy Skimmer Vessel Management, Operations and Maintenance

GENERAL INFORMATION

This Invitation to Bid and Contract is issued under the Antidiscrimination Policy described in the Mayor's Executive Order 03-12.

While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. See the Office of Economic Opportunity (OEO) Instructions and Form which is part of this Invitation to Bid and Contract.

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 Procurement Department Customer Service by emailing Bid.Info@phila.gov or by calling (215)686-4720 with questions.

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

BIDDERS MUST SIGN
PAGE 9 OF THE
"TERMS AND CONDITIONS".

For City Use Only

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

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

Under the authority of Executive Order No. 03-12, 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 03-12 is administered by the City’s 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”).

For this Bid, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, “M/W/DSBEs”), but bidder is encouraged to exercise Best and Good Faith Efforts to include M/W/DSBEs in this bid and in bidder’s supply chain. “Best and Good Faith Efforts” are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful and commercially useful participation by M/W/DSBEs. An OEO Certification Registry of M/W/DSBEs is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency, including the Pennsylvania Unified Certification Program, may apply to the OEO for listing in its OEO Certification Registry.

Bidder is also encouraged to identify below, any M/W/DSBEs that will be used by bidder if successful:

Company Name	Address	Certification Status (MBE, WBE or DSBE)	Type of Work/Supply Effort
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SECTION 1: GENERAL BID SUBMISSION

- 1.1 **TITLE:** R.E. Roy Skimmer Vessel Management, Operations and Maintenance
- 1.2 **CONTRACT TERM:** 4/1/14 to 3/3/15 ("Initial Term"), with an option to renew for up to three (3) additional one (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.
- 1.2.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the "Renewal Notice") notifying the Contractor that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City's Renewal Notice, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.
- 1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 1.2.2, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.
- If participation in the City's Master Performance Security Program is required under this Invitation and Bid, Contractor shall pay the required annual fee for such participation for each Renewal Term upon the issuance of the Renewal Notice.
- 1.3 **CONTRACT TYPE: REQUIREMENTS**
- 1.3.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed.

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Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

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

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

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

- 1.4 **METHODOLOGY OF ACQUISITION:** Purchase of Services only.

1.5 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for R.E. Roy Skimmer Vessel Management, Operations and Maintenance for the various City agencies and departments as specified herein during the contract period.

1.6 **BID SECURITY**

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

All bids submitted with a total greater than \$32,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program (July 1, 2013 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.

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Bids Opening July 1, 2013 through June 30, 2014

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2013 - June 30, 2014** by submitting a check in the amount of **\$140.00** 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.

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

1.7 BID INFORMATION:

- 1.7.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.7.2 Information provided verbally by any City official shall not be binding or relevant.

1.8 BID SUBMISSION:

- 1.8.1 All bids submitted to the City of Philadelphia must adhere to the bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.
- 1.8.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.
- 1.8.3 Vendors must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.

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- 1.8.4 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- 1.8.5 All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.
- 1.8.6 Vendor's bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications. All pricing must be completed on the forms provided and must be in **ink or typed**. The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified as a Local Business Entity ("LBE") at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder's LBE Certification Number _____

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

"Throughout the entirety of the contract, my company or my subcontractor(s)¹ will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry."

¹ If the Bidder relies upon subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)' LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.

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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. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

1.8.7 **BID PROCESSING FEE**

All bids submitted where the bid total is greater than \$32,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract".

1.8.8 **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 by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

Otherwise the successful bidder will have to provide the product service exactly as defined in this bid, and in accordance with the directions in Section 2.

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1.8.9 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____) _____ Ext.: _____

Fax No. (_____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____) _____ Ext.: _____

Fax No. (_____) _____

E-mail address _____

1.8.10 Any product information submitted by bidder in connection with this bid is for purpose 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.

1.9 **BIDDER QUALIFICATION:**

1.9.1 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. Bidder shall submit with its bid the following evidence indicating that they have relevant past experience and have previously delivered services similar to the ones required by this Invitation and Bid:

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- Experience working as a Contractor engaged in the control of floatables (e.g., oil spills, chemical spills and/or debris collection).
- Documentation of three (3) projects of similar size and scope. Such references shall provide the client's name, phone number, a brief description of the nature or work performed for each client, and work completion dates. Bidder will promptly permit the City to inspect projects and facilities referred to in this section. Please note that reference information must be completed.
- A minimum of one (1) year experience in operating a vessel of comparable size and complexity to the R.E. Roy Skimmer Vessel on waters similar to the Delaware and Schuylkill Rivers.
- An organizational chart indicating personnel and their work histories related to the effective and efficient administration and performance of the requirements of this Invitation and Bid. The City requires that personnel so identified must actually participate in this project. If, because of extenuating circumstances, a member must be replaced, the new member must possess comparable experience.
- Access to maintenance and repair facilities with qualified mechanics capable of performing both routine maintenance/repairs and major overhaul work on marine equipment; (i.e., diesel engines, hydraulic systems, propulsion motors, and related electrical systems).

Failure to submit this information may result in bidder's disqualification.

1.9.2 Financial Information

Bidder(s) shall submit the following information with its bid:

- 1.9.2.1 A copy of your company's financial statement detailing balance sheet and profit and loss statement for the last three (3) years. The City reserves the right to request audited statements.
- 1.9.2.2 List bank reference(s), suppliers. Include name and telephone number of a person familiar with your accounts, types of accounts, loans or maximum line of credit and relevant dates that accounts were established. These persons may be called by the City as references.

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1.9.2.3 List all bankruptcy actions against you, your company or related companies in the last seven years.

1.9.2.4 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 that were called the last five years due to unsuccessful completion of contracts.

1.9.3 Additional Information

Each Bidder may additionally be required to show that they have satisfactorily performed such work in the past and must notify the City and explain claims of any kind which may be pending against such work.

The City reserves the right to request additional documentation to show evidence of the bidder's operational, managerial, equipment, and financial capabilities prior to award.

1.10 **EQUIPMENT/CREW REQUIREMENTS:**

The contractor is required to have, as a minimum, the following:

1.10.1 **Equipment**

Support equipment to be used as required by this Invitation and Bid, shall include travel lifts, cranes, forklifts, towboats, land towing trucks, fueling equipment, vessel storage equipment/facilities, and debris storage equipment.

Bidders shall submit with his/her bid photographs, make, model number, site plans, dimensions, and/or performance information, as appropriate, to describe the equipment and facilities to be used as required by this Invitation and Bid.

1.10.2 **CREW**

1.10.2.1 Evidence of an adequate labor pool of captains and crew members who may be called upon in order to perform all required work. The labor pool shall be needed in the event that the captain and/or crew member shall not be able to report to work due to sickness or any other reason.

1.10.2.2 Evidence of qualified subcontractors that will perform on or more of the required tasks.

Bidder(s) shall indicate the degree of subcontractor involvement and their associated tasks.

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All subcontractors will be subject to approval by the City. The Contractor will also furnish the corporate or company name and the names of the officers or principles of said companies planned as subcontractors. The City will consider the Contractor to be solely responsible in all contractual matters, including payment of any and all charges resulting from such Contractor's arrangements.

The Contractor shall ensure fulfillment of all contractual provisions by subcontractors.

1.10.2.3 Additional Crew Requirements

Non-routine Maintenance and Repair Service, as required by Section 2.2.9 below, shall be performed by a qualified contractor specializing in marine equipment repair and servicing.

The qualifications of the mechanics shall include certification in diesel engine repairs, reduction gears, shipboard electrical systems, hydraulic systems and the ability to weld both steel and aluminum materials.

Specialized Work, as required by Section 2.2.9.4 below, shall be performed by a qualified contractor specializing in marine equipment repair and servicing.

In accordance with Section 2.3.1, below, the successful bidder shall provide a qualified Captain who shall have in his/her possession a United States Coast Guard license indicating a minimum endorsements as Master of at least 100 gross tons, not less than 100 miles offshore.

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SECTION 1:

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

	A.	B.	C.
Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____
Phone No.:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

SECTION 2:

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

P.O./Contract Number:	_____	_____	_____
Dept:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone No.:	_____	_____	_____
PO#/Contract#:	_____	_____	_____
Items:	_____	_____	_____

1.10.3 Define specific requirements tailored to the work, to include job descriptions. If required.

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

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1.11 MANDATORY PRE-BID MEETING

A MANDATORY PRE-BID MEETING for all interested parties will be held on February 26, 2014 at 11:00AM at **K-Sea, The Navy Yard, 4700 Basin Bridge Road, Philadelphia, PA 19112-1202.**

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. Vendor's who arrive twenty minutes after the meeting has started may be denied entry to the meeting.

1.12 MANDATORY SITE INSPECTION

A mandatory site inspection shall immediately follow the mandatory pre-bid meeting indicated above in Paragraph 1.11.

Bidder is responsible for examining prior to bid submission, in detail the site(s) of the work to be done, shall acquaint himself/herself with conditions affecting the work, and if applicable, shall take his own measurements for which he will be held responsible. The bid shall be prepared with due regard to the conditions existing or to be anticipated at the site(s) of the work.

Attendance at the site is Mandatory. Failure to submit a signed Certification of Site Visit form will disqualify bidder. (See "Certification of Site Visit" form below.)

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MANDATORY SITE VISIT CERTIFICATION

BID NO. S4WV5310

(TO BE SUBMITTED WITH BID PACKAGE)

This form MUST be signed and dated by George Collier or a designated representative of the Water Department to certify that the below vendor inspected the area as per specifications.

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____

CITY REPRESENTATIVE:

DEPT.: _____

NAME: _____

SIGNATURE: _____

DATE: _____

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SECTION 2: SPECIFICATIONS

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's **Water Department** with R.E. Roy Skimmer Vessel Management, Operations, and Maintenance as listed in Sections 2 and 5 of this Invitation and Bid.

2.2 Scope of Work:

2.2.1 The Contractor shall manage, operate, and maintain the Skimmer Vessel. The Contractor shall be fully responsible for the Skimmer Vessel, including, but not limited to, vessel management, vessel operation and maintenance, staff and subcontractor supervision, debris collection, handling and transportation, data collection and reporting.

In addition, the Contractor shall be responsible for arranging, procuring, subcontracting, or otherwise obtaining legal access to all Skimmer Vessel support facilities, services, and equipment (e.g. land based crews, cranes, trucks, containers and storage) as required. This includes, but not limited to, facilities for repair and maintenance, debris offloading and transportation, fueling, docking, and storage facilities needed to operate the vessel. Any crane, whether mobile or stationary, used to offload material from the Skimmer Vessel shall be capable of safely lifting the Contractor supplied debris containers.

2.2.2 Work shall include but not be limited to the following:

2.2.2.1 The Contractor shall operate the Skimmer Vessel to collect Floatable Debris, not including wood, in the Schuylkill and Delaware Rivers on both a scheduled and on-call basis in preparation of special events or for clean up of special event or storm related debris. The Contractor shall also collect debris from Tacony Creek and other Delaware River tributaries, as directed by the City. Overall, the Skimmer Vessel service area shall cover the entire Schuylkill River from the Fairmount Dam to the confluence with the Delaware River and the Delaware River from the southern border of Fort Mifflin to Bucks County. The Contractor shall be required to safely maneuver in shallow shore areas, navigation channels, active and rundown piers, marinas, boat yards, on land, in and out of service areas, and among vessel traffic.

2.2.2.2 Upon completion of debris recovery operations, Contractor shall transit to its maintained offloading facilities to offload recovered debris. These Contractor-managed facilities shall be strategically located to efficiently recover debris from the service area.

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2.2.2.3 The Contractor shall supply safe docking facilities for the Skimmer Vessel. These facilities are to be located to minimize, as far as practicable, the transit times between these locations and the areas to be serviced. The berthing facility shall allow for access to the Skimmer Vessel in order that routine and repair maintenance may be performed.

2.2.3 **Skimming Operations:**

2.2.3.1 The vessel shall operate for a period of nine (9) hours per day, five (5) days per week, during daylight hours, eight (8) months per year (i.e., April through November) and shall be in dry dock storage and/or undergo maintenance for four (4) months (i.e., December through March).

Operating periods may include weekends and holidays, and on-call services, as directed by the City, in order to support events. A work day consists of an eight (8) hour daily skimming operations, and one (1) hour performing Routine Preventative Maintenance (per paragraph 2.2.8) daily including but not limited to, touch up painting, equipment tightening and adjustments, oil and filter changes, checking all fluid levels, and grease fittings. The Skimmer Vessel shall be washed daily, kept in a seaworthy condition, mechanically sound with all machinery fully functional, and clean of all debris, prior to and at the end of each trip. Any damage to the vessel body or paint deterioration shall be reported immediately and repaired as directed by the City. The engine, hydraulics, and other mechanisms shall be maintained in excellent repair to prevent fluid leaks and to avoid excess emissions and noise.

2.2.3.2 There shall be no minimum guarantee of scheduled work hours. The City shall not pay for Contractor's crew being available "on-call." When an "on-call" request is made by the City, the Contractor's crew must report for work within four (4) hours. Payments shall only be made for the time that actual work is performed. No payments shall be made during the interruption of the daily schedule due to severe weather. The Captain shall determine the severity of the weather conditions based on factors such as The National Weather Service, and Small Boat Advisory, etc. The Skimmer Vessel shall not operate during severe weather conditions. Following a severe weather suspension, the Contractor shall contact the City for approval before re-starting the Skimmer Vessel's operation.

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2.2.3.2.1 Contractor shall state the following information:

Contact Person for On-Call Services

Name: _____
 Phone Number: _____
 Email: _____
 Fax Number: _____

2.2.3.3 Skimmer Vessel shall be deployed and follow the routes according to the sample schedule represented in Table 2.2.3.5 (Sample Skimmer Vessel Operations Schedule).

The service area and floatables accumulation points are represented in the *Service Areas and Floatables Accumulation Points* provided in Exhibit "A" (located at the end of bid document, which is attached hereto and incorporated herein by reference. This route schedule shall be modified based upon the observations of the captain and crew and the accumulated daily data reports. All schedule changes shall require prior approval by the vessel manager and the City.

2.2.3.4 The City shall be able to change the schedule at any time. Advanced notice shall be given for scheduled events, other events may/shall require immediate changes to the schedule.

2.2.3.5 **Table - Sample Skimmer Vessel Operations Schedule, April through November**

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Lower Schuylkill	Lower Schuylkill	Lower Schuylkill	Delaware	Delaware	On-call	On-call
SF8 ¹ , Fairmont Waterworks and other areas between mile 3.5 and the dam	SF4 ¹ , SF5 ¹ , SF6 ¹ , SF7 ¹ and other floatable between miles 3 and 4	SF1 ¹ , SF2 ¹ and, SF3 ¹ ; Delaware near Schuylkill mouth ²	Mouth of Schuylkill to Penn's Landing	Tacony Creek, Penn's Landing ³ , residential areas	On-call	On-call

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¹SF1-SF8 represents major floatable accumulation points along the Schuylkill River, as shown in Service Areas and Floatables Accumulation Points provided in Exhibit "A." which is attached hereto and incorporated herein by reference.

²Once per month.

³On-call service.

2.2.4 **Debris Removal:**

- 2.2.4.1 The Contractor shall, upon completion of daily debris skimming operations and/or filling to capacity of the Contractor containment bin with collected floating trash and debris, proceed to an appropriate offloading facility. The Contractor and/or its employees are to operate the offloading crane and/or other devices in fully offloading all collected debris from the Skimmer Vessel to the Contractor supplied debris hauling containers.
- 2.2.4.2 The Contractor shall ensure that this work is performed with proper care to avoid damage to the Skimmer Vessel, the containment bin, the surrounding land and equipment, and the local grade. Any debris that escapes into the water or onto land during material handling or storage shall be retrieved and disposed of appropriately. The Contractor shall also ensure that the Skimmer Vessel containment bin is drained of free liquids before offloading its content into the debris containers.
- 2.2.4.3 The Contractor shall be responsible for providing secure locations for stored debris. The Contractor must ensure that sufficient container capacity is always available for accepting debris which may be unloaded from the Skimmer Vessel. Frequent hauling of collected waste from containers not completely filled is a waste of resources and is to be avoided. Removal of debris from offloading sites shall be accomplished in a way that leaves the area clean and free of debris or loose trash. The Contractor shall be responsible for maintaining the container in good repair.
- 2.2.4.4 The suggested debris offloading facilities are located along the following:

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Along the Delaware River:

1. Ben Franklin Bridge (100 feet downstream of the bridge abutment)
2. Near the Coast Guard Facility (between piers # 38 and # 40)
3. Philadelphia Port Authority Building (Pier # 82S)
4. Truck Depot (500 feet downstream from Pier # 92)
5. Navy Yard Hangar (near the boat ramp)

Along the Schuylkill River:

1. Vine Street Bridge (600 feet downstream from bridge abutment)
2. Locust Points Apartment (between Locust on the Park and Locust Points Apts.)
3. Sunoco Property
4. Kvaerner Property (at the confluence with the Delaware River)

2.2.4.5 The Contractor shall be paid for offloading support services on a price per occurrence unit basis. An occurrence shall be defined to include the offloading of one or more containment bins during a given occurrence.

The rate shall include all expenses associated with the mobilization of any crane or offloading equipment, use of any offloading facilities, hiring of any staff other than the Skimmer Vessel captain or crew to operate offloading equipment, and the maintenance of any offloading equipment while in service to the City and the demobilization of the offloading equipment.

Any offloading services provided by the captain and crew of the Skimmer Vessel shall not be included in the charges under this contract item, but shall be charged as part of the hourly charge for captain and crew services.

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2.2.5 **Debris Transportation:**

2.2.5.1 The Contractor shall provide proper hauling and disposal of the offloaded debris. All debris storage and disposal must be carried out in accordance with all relevant local, state and federal waste handling and transport rules and regulations. All waste transport must be performed by licensed waste haulers. Trucks shall be of a type capable of transporting debris in a safe and efficient manner consistent with all local, state and federal rules and regulations governing the transportation of such debris. Trucks shall have a minimum capacity of ten (10) cubic yards (yd³).

Trucks shall be either closed body types or have a suitable tarp covering to prevent debris dislodgment during transportation. **All debris removed from the offloading points must be drained of free liquids prior to being transported off-site.**

2.2.5.2 The Contractor shall be paid for the work performed under this section based on the hauling charge per container. The hauling charge shall include any rental, mobilization, maintenance, staffing, or other services involved with providing and hauling a suitable container for debris storage and transport.

The refuse/debris removal charge shall be represented on each invoice submitted for this item.

2.2.5.3 **Debris Disposal:**

The Contractor shall weigh each truckload of debris at a disposal facility weigh station and obtain weigh tickets. The disposal site selected by the Contractor shall be approved by the City's Skimmer Vessel Contract Manager. Each truck shall be weighed both prior to and after unloading the debris. The Contractor shall submit weigh tickets and quantity of debris disposed with invoices for payment. In the event that the disposal facility weigh scales are inoperable, the Contractor shall, at its expense, use a private scale station and obtain weigh tickets. All quantities shall be recorded in tons. After weighing, the debris shall then be dumped at the selected facility for disposal. The Contractor shall be paid for the work performed under this item based on the unit price per ton of debris disposed.

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2.2.5.4 The removal and transportation of debris shall be necessary at varying frequencies throughout the duration of the contract period, to include any and all renewal period(s), and the Contractor shall have available and/or maintain a labor pool of sufficient size to meet all the requirements of this Contract and the work there under as so ordered by the City's Skimmer Vessel Contract Manager.

2.2.5.5 The Contractor shall certify that all the debris transported to disposal facility, originate from the Skimmer Vessel only. The *Origin of Transported Debris Certification Form* is provided in Exhibit "B" (located at the end of the bid document), which is attached hereto and incorporated herein by reference. This form must be signed and submitted by the Contractor before the beginning of the work and each time the contract is renewed.

2.2.6 **Vessel Docking:**

2.2.6.1 The Contractor shall secure, for the period of the contract term to include any and all renewal period(s), safe and secure berths for the Skimmer Vessel. Docking facilities shall have twenty-four (24) hours manned or electronic security and must remain open throughout the Skimmer Vessel's operational season. The use of a docking site for the Skimmer Vessel is subject to the final approval of the City.

2.2.6.2 Docking facilities shall be obtained based on the following requirements:

- Facilities, where possible, shall be central to the service area.
- Facilities shall have access to a boat travel lift capable of lifting the approximately 8-ton, 38-foot long, 8-foot wide Skimmer Vessel. If travel lifts are not available at the docking facilities, the contractor must obtain access to appropriate off-site travel lift and/or trailoring capabilities subject to the approval of the City.

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- Facilities, if possible, shall have diesel fuel available year round. If fueling infrastructure is not available at the docking facilities, the contractor must obtain access to appropriate off-site fueling capability subject to the approval of the City.
- Facilities shall have adequate parking for a minimum of two (2) City vehicles for routine visits/inspections.

2.2.6.3 The Contractor shall be paid for the work performed under this item based on the unit price bid per month, for each month of the contract in which the Skimmer Vessel is berthed at the Contractor's and/or the Contractor's subcontractor's facility.

2.2.7 **Fueling:**

The Skimmer Vessel shall be supplied with number two (2) diesel fuel and bio fuel of a suitable grade and quality as specified in the manufacturer's manual. The Skimmer Vessel shall be supplied with fuel at such intervals so that the vessel may carry out debris skimming operations continuously and also be able to respond to route changes.

All fueling operations shall be executed in compliance with all applicable federal, state and local regulations and guidelines. The contractor shall be paid for the fuel used based on the unit price per gallon for each of the two (2) types of fuel listed above.

2.2.8 **Routine Preventative Maintenance:**

Routine Preventative Maintenance shall be performed by the vessel captain and crew with the support of the Contractor staff. This work includes servicing the equipment as required by the OEM specifications and shall include but not limited to, touch up painting, equipment tightening and adjustments, oil and filter changes, checking all fluid levels, and grease fittings. The Routine Preventative Maintenance also includes washing the vessel on a daily basis (per paragraph 2.2.3.1). If the Routine Preventative Maintenance work is deemed to be unsatisfactory by the City, such work shall be performed by a qualified vendor at the contractor's expense. The Skimmer Vessel's manufacturer's preventative maintenance schedule shall be furnished upon request. The payment for this item is covered under captain and crew services.

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2.2.9 **Non-routine Maintenance and Repair Services:**

2.2.9.1 Non-routine maintenance and repair services include, but are not limited to, engine repair/rebuilds, hydraulic system repairs, and structural repairs. Depending upon the repair and the need, the Skimmer Vessel maintenance and repair services would either occur at the storage facility during the winter months or at the contractor's or marine service company facilities. Maintenance and repair services may include the addition, upgrade, or repair of any vessel part, moving or fixed, removable or permanent including but not limited to:

- Main propulsion equipment - troubleshoot, disassemble for both repair and/or overhaul, purchase parts as required, reassemble as per OEM specifications, test and fine tune units as ordered to do so by the City. Receipts for purchase of parts and supplies or maintenance services shall be provided to the City. Upon request, replaced parts shall be turned-over to the City for review.
- All electrical systems and equipment - troubleshoot, disassemble for both repair and/or overhaul, purchase parts as required, and reassemble as per OEM specifications, test and fine tune units as ordered to do so by the City.
- All auxiliary equipment, including but not limited to, communication gear, navigation equipment steering controls, cranes, winches conveyors and cargo handling/specialty gear - troubleshoot, disassemble for both repair and/or overhaul, purchase parts as required, reassemble as per OEM specifications, test and fine tune units as ordered to do so by the PWD Contract Manager.

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2.2.9.2 All Maintenance and Repair Services shall be coordinated with the City, and no such maintenance shall be performed without direct authorization from the City. The City shall inspect the proposed service company's facilities, equipment, machinery, mechanics' qualifications, and shall determine whether the selected company can meet the requirements of this item/service. The City shall be exempt from any/all sales taxes that might be incurred on the purchase of labor and/or parts by the contractor as required in this contract. The contractor shall notify its vendor(s) that the parts and services are being purchased for the City. The City shall make available to the contractor all the proper tax-exempt documentations needed for this purpose.

2.2.9.3 The contractor shall be paid for non-routine maintenance and repair work based on the cost of expenditures plus mark-up of five (5%) for the work performed in the troubleshooting, repair and/or maintenance of the Skimmer Vessel. The contractor is to perform this work at the direction and only with the prior written approval of the City in order to receive payment for the above work. The contractor at the end of each day in which work is performed under this item, is to present to the City an itemized list indicating which employees have worked under this item on this day together with a brief description of the character of the work performed and the total cost of expenditures. This daily sheet is to be signed by the City's Skimmer Vessel Contract Manager and a copy is to be returned to the contractor for eventual inclusion in the monthly payment.

Work performed by the contractor without prior written approval and/or submission of the daily sheet shall be to the contractor's sole account and no payment shall be made by the City nor any compensation given whatsoever for this unauthorized and/or unsubstantiated work.

2.2.9.4 **Specialized Work:**

When specialized work is required beyond the scope and facilities of the awarded contractor, the contractor may obtain the services and facilities of a qualified organization for the accomplishment of this work. Prior to commencing all specialized work, contractor shall present to the City a complete cost breakdown for each job(s), including markup/handling charges for approval.

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2.2.9.5 The contractor shall bill the City at the qualified organization's cost price to him/her (to be supported by invoices), plus mark-up of five (5) % for handling charges and profit for which original invoices or certified copies for the specialized work shall be submitted by the contractor (in triplicate). The contractor shall submit to the City the specialized work invoices as part of the application for monthly payments.

2.3 Operations Staffing & Management:

The Skimmer Vessel shall be staffed with one (1) full-time vessel crew comprised of one (1) qualified captain and one qualified crew member. Only the captain and one (1) crew member are authorized to be on the vessel while performing the skimming operations unless otherwise approved by the City.

NOTE: The contractor's staff shall be required to wear uniforms, approved by the City and paid for by the contractor. The staff shall maintain a professional personal appearance and interact with the public in a professional and courteous manner at all times.

2.3.1 Captain Services:

2.3.1.1 The captain shall navigate/pilot the Skimmer Vessel from the staging and/or berthing facility to the various floatables accumulation sites located in the designated service area, as ordered by the contractor's vessel manager (refer to Exhibit A - located at the end of bid document).

The captain shall operate the Skimmer Vessel with the assistance of a second person designated as the crew. The crew shall not operate the Skimmer Vessel, except in emergencies.

The captain shall collect the floating material from the floatables accumulation sites and either at the completion of servicing all of the scheduled sites at the end of the nine (9) hour work day (eight (8) hours are reserved for skimming operations and one (1) hour for Routine Preventative Maintenance and debris offloading) or upon filling the Skimmer Vessel with approximately 5.6 cubic yards of debris shall proceed to navigate/pilot the Skimmer Vessel to the offloading facility.

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2.3.1.2 The captain shall be responsible for the following:

- Maintaining a complete daily log sheet detailing as a minimum, but not limited to, the initial vessel conditions and any changes that occur during the day, the floatable accumulation site conditions, amount of debris found and recovered, hours of operation, and the weather conditions. The captain must sign this log sheet for each day of operation of the Skimmer Vessel.
- Maintaining the debris offloading areas in a clean state, free of loose debris and/or grease.
- Keeping a functional cellular phone on the vessel at all times for communications to/from the City, including incident reporting.

2.3.1.3 The Contractor shall be paid an hourly rate for the work performed under this item by the captain on the Skimmer Vessel. The Contractor shall be paid at the regular hourly rate when work is performed during weekends, holidays, preparation of special events, or clean up of special events. During severe weather conditions, and upon approval by the City, the Vessel operation shall be shut down. Captain services shall not be paid when the Skimmer Vessel is not in operation.

2.3.2 **Crew Services:**

2.3.2.1 The contractor shall provide one (1) crew member for the operation of the Skimmer vessel. The crew, being experienced in the operation of these types of Vessels, shall assist and be under the direct supervision of the captain assigned to operate the Skimmer Vessel.

These duties shall include, but are not limited to, assisting the captain in debris collection, routine preventative maintenance, and in maintaining the vessel in a clean and sanitary condition. During the offloading of debris at the offloading facility, the crew is to assist in all facets of the offloading operation as so ordered by the captain.

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2.3.2.2 The contractor shall be paid an hourly rate for the work performed under this item by the crew on the Skimmer Vessel. The contractor shall be paid at the regular hourly rate when work is performed during weekends, holidays, preparation of special events, or clean up of special events. During severe weather conditions, and upon approval by the City, the Vessel operation shall be shut down. Crew services shall not be paid when the Vessel is not in operation.

2.3.3 **Management of Skimmer Vessel:**

2.3.3.1 The contractor shall be responsible for the overall management of the Skimmer Vessel, including all mobilization, scheduling and staging of crews, maintenance and debris recovery operations. The Contractor shall provide general management services to ensure that adequate quantities of supplies, proper maintenance, sufficient crews, emergency towing vessels, and docking space that are required by the vessel shall be provided.

2.3.3.2 The contractor shall, at all time during the contract term to include any and all renewal period(s), submit to the City timely copies of all Skimmer Vessel related documents they receive or dispatch. These documents are to include, but are not limited to, written correspondence between the contractor and the subcontractors, suppliers and any and all government agencies, drawings, pictures, and contracts entered into by the contractor on behalf of the City or in fulfillment of obligations incurred in the performance of this contract.

The contractor shall immediately report to the City any government agency contacts with the vessel's operator, vessel or operator tickets or citations, and any/all incidents with the public (e.g. complaints about vessel operation, rude remarks, arguments, or near collisions). The contractor shall not speak to media such as, television, radio, or newspapers reporters, without prior approval by the City, and shall immediately report to the City any contacts made by or with the media.

The contractor shall provide a clearly identified vessel manager to perform the following tasks:

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- Schedule and direct all daily operations for the Skimmer Vessel.
- Coordinate all maintenance and support functions and services for the operation of the Skimmer Vessel.
- Serve as a point of contact for the City.
- Implement the instructions of the City.
- Communicate regularly with the City through the City's Skimmer Vessel Contract Manager regarding all operations, vessel support, maintenance activities, scheduling, and reporting that shall require approval by the City.
- Prepare and submit weekly reports and monthly summaries.

2.3.3.4 Once awarded, the contractor shall be responsible for ensuring that its personnel and all subcontractors are properly trained in all applicable rules and regulations as provided by the Occupational Health and Safety Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH) and all other applicable training. The contractor shall submit a Health and Safety Plan (HASP) which conforms to all applicable OSHA and NIOSH regulatory requirements. The HASP shall be prepared by a certified industrial hygienist (CIH) and must be signed by the CIH or a senior corporate official attesting that the HASP meets all applicable OSHA and NIOSH requirements for the performance of the work. The name of the CIH must be clearly noted on the HASP. The contractor shall submit one (1) copy of the HASP to the City before initiating work at the site and is subject to final approval by the City. A copy of the HASP must be kept on site at all times during the performance of work.

2.3.3.5 The contractor shall report to the City any large debris that the Skimmer Vessel is not able to recover (e.g. large wood logs). The contractor shall be paid for the work performed under this item based on a fixed monthly administration fee.

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2.4 Reports:

Weekly Progress Reports and Monthly Summaries:

- 2.4.1 The contractor shall provide the City with weekly progress reports and monthly summaries. These reports must contain the following information:
- Work locations, specific hours of operation, and dates.
 - Field observation data including, but not limited to, floatable accumulation points, new problem areas such as new floatable accumulation points, large floating logs and other debris that cannot be skimmed by the Skimmer Vessel, oil spills.
 - Number of hours worked by the captain and crew.
 - Engine runtime hours and vessel usage (skimming) hours.
 - Estimated volumes of debris per floatable accumulation point.
 - Number of trash offloading events, dates, volumes in cubic yards per event, debris description and offloading locations.
 - Number of waste hauling trip events from offloading points to disposal areas, dates, copies of weigh tickets showing the weight of disposed waste in tons.
 - Vessel fueling and maintenance records.
- 2.4.2 A report template providing for all of the above data shall be produced by the contractor and approved by the City.
- 2.4.3 Monthly payments shall not be approved until the contractor provides all weekly progress reports and monthly summaries.

2.5 Supplies and Equipment:

- 2.5.1 The contractor shall furnish all supplies, materials and equipment, including mechanical parts, required to keep the Skimmer Vessel in good working order, clean and neat in appearance.

Materials are to be supplied under this item shall include those listed below, as well as any items that the City in consultation with the contractor determines are reasonable and necessary to successfully carry out the vessel. Supplies and equipment may include, but are not limited to, the following:

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- Ropes
- Chains
- Brooms, rakes, shovels and brushes
- Mechanical tools
- Lubrication oil and grease
- Transmission and hydraulic machinery fluid
- Paint
- Cleaning chemicals and materials
- Hardware
- Tools to aid in debris collection, loading and offloading
- All vessel parts required for the performance of routine daily maintenance.

2.5.2 No payments shall be approved under this contract item for special clothing, uniforms, or personnel protection (e.g., life preserver vests) for the captain, crew, or other personnel involved with the vessel. Such expenses are the responsibility of the contractor and are considered to be part of the contractor's general costs.

2.5.3 All supplies and equipment not expended at the conclusion of this contract shall become the property of the City.

2.5.4 The contractor shall be compensated for purchases made for the Skimmer Vessel based on the actual invoiced amount to the contractor. The contractor is to submit as part of the application for monthly payments the original invoice to the contractor from the equipment or material supplier.

2.6 Other Work:

The contractor shall permit the City to undertake, carry on and perform any other work, on the Skimmer Vessel in addition to the work specified, which is necessary and required in the judgment and opinion of the City. The contractor shall allow and permit the City to place its employees, consultants and other contractors, to work at and complete such work while the vessel is undergoing repairs or during its daily skimming operations. The contractor shall not in any way hinder, interfere or obstruct such persons in the performance and completion of such work, or in the delivery and receipt of materials, supplies, tools, implements, where such work is contemplated or in progress, and the contractor shall make every effort to facilitate such work.

2.7 Subcontractors:

Subcontractor used by the contractor to perform work covered under this contract must be approved by the City before they are permitted to do any work.

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2.8 In Section 5: "Pricing", vendor shall state prices for the items listed below:

- 2.8.1 **26050 018 000**
Debris Removal (refer to paragraph 2.2.4):
Estimated Quantity: 100 Each (EA)

- 2.8.2 **26050 018 001**
Debris Transportation (refer to paragraph 2.2.5.2):
Estimated Quantity: 100 Each (EA)

- 2.8.3 **26050 018 002**
Debris Disposal (refer to paragraph 2.2.5.3):
Estimated Quantity: 50 Tons (TN)

- 2.8.4 **Fueling:**
 - 2.8.4.1 **26050 018 003**
Number 2 Diesel Fuel (refer to paragraph 2.2.7):
Estimated Quantity: 2,000 Gallons (GA)

 - 2.8.4.2 **26050 018 004**
Bio Fuel (refer to paragraph 2.2.7):
Estimated Quantity: 2,000 Gallons (GA)

- 2.8.5 **26050 018 005**
Captain Services (refer to paragraph 2.3.1.3):
Estimated Quantity: 1600 Hours (HR)

- 2.8.6 **26050 018 006**
Crew Services (refer to paragraph 2.3.2.2):
Estimated Quantity: 1600 Hours (HR)

- 2.8.7 **26050 018 007**
Vessel Docking (refer to paragraph 2.2.6.3):
Estimated Quantity: 12 Months (MO)

- 2.8.8 **26050 018 008**
Management of Skimmer Vessel (refer to paragraph 2.3.3):
Estimated Quantity: 12 Months (MO)

- 2.8.9 **26050 018**
Non-routine Maintenance and Repair Services (refer to paragraph 2.2.9.3):
Estimated Expenditures: \$25,000

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2.8.9.1 **26050 019**
Specialized Work
(refer to paragraph 2.2.9.5):
Estimated Expenditures: \$25,000

2.8.10 **26050 018 009**
Supplies and Equipment (refer to paragraph 2.5.4):
Estimated Expenditures: \$6,000

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

3.1.1 Bid will be evaluated by the Procurement Department.

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

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

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

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

3.2 AWARD

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder based upon the extended total bid amount for all items listed in Section 5, "Pricing". Bidder must bid all items to be eligible for award.

3.2.2 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.

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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 \$32,000.00 and awarded as a whole or by section.

3.2.3 **PERFORMANCE SECURITY**

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

Please note, however, that awards as a result of this bid will have a minimum contract amount of \$32,000.01. All awards at the \$32,000.01 amount will be subject to a \$50.00 Master Performance Security Fee. All other awards will have the contract amount based upon the hourly rate(s) x the estimated # of hours, plus the estimated expenditures for parts.

Performance Security shall be required for any subsequent renewal periods.

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

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

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

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3.2.5 INSURANCE REQUIREMENTS

For the purpose of this bid only, Paragraph 15 of the Terms and Conditions is deleted. Instead, Contractor shall procure and maintain at its sole cost and expense, during the entire period of the contract (including any applicable warranty and/or renewal periods) the types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. If Contractor fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed.

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 and all policies shall also waive all subrogation rights as to the City.

The insurance required and the limits of coverage of the Commercial General Liability Insurance, Workers' Compensation, inclusive of all states coverage and Longshoremens' and Harbor Workers' Compensation Insurance, Commercial Automobile Liability Insurance, Umbrella Liability, Marine Hull and Machinery Insurance, Protection and Idemnity (P&I), and, as to all vessels, Marine Pollution Liability coverage shall be not less than the following:

3.2.5.1 Commercial General Liability Insurance

- Limit of Liability: \$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- Coverage: Premises operation; Blanket contractual liability; Personal injury liability (employee exclusion deleted); Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss o use) liability.

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- 3.2.5.2 Workers' Compensation and Employer's Liability Insurance (all states coverage), including United States Longshoremens and Harbor Workers' Compensation Insurance ("USL&HW")
- Workers Compensation: Statutory Limits
 - Employers Liability:
 - \$500,000 Each Accident - Bodily Injury by Accident
 - \$500,000 Each Employee - Bodily Injury by Disease
 - \$500,000 Policy limit - Bodily Injury by Disease
 - All States Endorsement
 - USL&HW: Statutory
- 3.2.5.3 Commercial Auto Liability Insurance
- Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability;
 - Coverage: Owned, hired and non-owned vehicles.
- 3.2.5.4 Umbrella Liability Insurance at limits totaling \$5,000,000 per occurrence when combined with 3.2.5.1, 3.2.5.2 and 3.2.5.3 above.
- 3.5.2.5 Marine Hull and Machinery Insurance to cover any loss or damage to the vessels, for full replacement value.
- 3.2.5.6 Marine Protection and Indemnity Liability with a \$1,000,000 per occurrence limit, including Tower's Liability for operations of tugs and towboats and Collision Liability (also known as, running down clause) coverage.
- 3.2.5.7 Marine Pollution Liability Insurance with a \$5,000,000 Per Occurrence/Aggregate limit.

NOTE: To avoid potential conflicts between and among insurers or gaps in coverage, it is preferred that the Marine Hull and P&I Insurance coverages be provided through the same Insurer and that the Workers Compensation, USL&HW, and Employer's Liability (other than Marine P&I) be provided through the same insurer.

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- 3.2.5.8 The Hull and Machinery Insurance extended to cover the vessels shall designate and acknowledge that City is the owner of the vessels and that its interest as owner of each vessel shall not be subject to the interests, if any, of the Contractor. City's interest and the coverage afforded to it as such shall be for the full replacement value of each vessel, as specified hereunder, and shall not be subject to diminution by or to the extent of any interest, no matter how substantial and/or insurable, of the Contractor. Any loss payable claims in the Hull policies covering the vessels shall specifically identify City as the loss payee.
- 3.2.5.9 The Contractor shall be liable for any damage that occurs to private properties during all operations of the vessels arising out of the services provided under the Contract.
- 3.2.5.10 Evidence that all of the liability insurance policies and coverages have been obtained, and extended to the City and are in effect shall be furnished to the City in the form of a Certificate of Insurance before a Notice to Proceed is issued and before the Contractor may begin to provide any of the services hereunder.
- 3.2.5.11 The City, although an additional insured under all of the insurances required by this Contract, shall have no liability for the payment of premiums or for any assessments or other charges under any such policy. City shall have no liability for payment of any policy deductibles.
- 3.2.5.12 All Certificates of Insurance must 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 Order Against Contracts

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

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4.1.2 **Start-Up Documentation and Certifications**

Prior to commencement of services under the contract that results from this Invitation and Bid, the Contractor shall provide the following:

- Documentation that the Contractor's captain(s) of the Skimmer Vessel shall have in their possession valid United States Coast Guard licenses with minimum endorsements as Master of 100 ton vessels, up to 100 miles offshore. This documentation must be received at least thirty (30) days before commencement of work.
- Documentation that all collected refuse shall be transported by license waste haulers; this documentation shall be inclusive of all required local, state and federal waste transport permits, as well as all applicable transporter licenses required by the State of Pennsylvania. This documentation must be received at least thirty (30) days before commencement of work.
- Documentation that all the Contractor's employees who work under this Contract have received original certification training and annual refresher training in compliance with the OSHA Section 1910.120 "Hazardous waste operations and emergency response." In addition, documentation is to be supplied for each of these employees attesting to successful completion of a training program in the handling and disposal of chemical and biological hazards including blood borne pathogens and waterborne bacteria. This documentation must be received at least thirty (30) days before commencement of work.
- Documentation regarding ownership, lease/rent of the real property and adjacent waters both navigable and non-navigable in which the Contractor will berth the Skimmer Vessel. The documentation shall include a certified copy of the title, lease and/or Contract for the real property and adjacent waters where the Contractor proposes to place the Skimmer Vessel while work under this Contract is being performed. A survey of the real property and adjacent waters is to be included, indicating the locations of all drydocks and wharves to be utilized in the performance of this Contract. Additionally, the survey shall show the boundary lines for the real property and the adjacent waters that comprise for the purposes of this Contract the facility where work is to be performed. This information shall be provided within thirty (30) days of the Notice of Award.
- Documentation of insurance coverage meeting the description of Section 3.2.5 - Insurance Requirements. This information shall be submitted in accordance with the instructions contained in the Notice of Award.

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

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

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

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

4.2 **VENDOR RESPONSIBILITY**

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

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

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

4.2.4 **VIOLATION OF CONTRACT**

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

4.2.4.1 **Liquidated Damages**

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

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

4.2.4.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the building. 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 law.

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

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

- 4.2.5 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
 - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.6 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.
- 4.2.7 For delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.8 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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4.2.9 **Approval of Work**

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

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

4.2.11 Invoices/Receipts

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

4.2.11.2 Invoices should be sent in triplicate to each ordering department: One (1) original and two (2) carbon copies of fully itemized invoices (no photostat copies). Failure to submit invoices in the form noted below will cause a delay in payment.

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

4.3 **PRICE INCREASE OR DECREASE:**

Successful Bidder shall provide R.E. Roy Skimmer Vessel Management Operations and Maintenance at the prices set forth in Section 5 for a period of twelve (12) months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to three (3) additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

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

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

or

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

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

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

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

4.3.1 Failure to notify the City within the time frame specified in 4.3 will result in a commensurate delay in implementing the price change.

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

SECTION 5: PRICING

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

Unit pricing quoted below will prevail in case of any discrepancy(ies) between unit price and the extended amount and will be the determining factor in establishing applicable contract amount(s)/award.

Bidder **MUST BID ON ALL ITEMS** to be eligible for an award.

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	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED TOTAL
5.1 26050-018-000 Debris Removal, as per Section 2.2.4	100	EA	\$ _____	\$ _____
5.2 26050-018-001 Debris Transportation As per section 2.2.5	100	EA	\$ _____	\$ _____
5.3 26050-018-002 Debris Disposal as per Section 2.2.5.3	50	TN	\$ _____	\$ _____
5.4 26050-018-003 Number 2 Diesel Fuel, as Per section 2.2.7	2,000	GA	\$ _____	\$ _____
5.5 26050-018-004 Bio Fuel, as per section 2.2.7	2,000	GA	\$ _____	\$ _____
5.6 26050-018-005 Captain Services, as Per section 2.3.1	1,600	HR	\$ _____	\$ _____
5.7 26050-018-006 Crew Services, as per Section 2.3.2	1,600	HR	\$ _____	\$ _____
5.8 26050-018-007 Vessel Docking, as per Section 2.2.6.3	12	MO	\$ _____	\$ _____
5.9 26050-018-008 Management of Skimmer Vessel, as per section 2.3.3	12	MO	\$ _____	\$ _____

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5.10 **26050-018**

Non-Routine Maintenance
And Repair Service, as
per section 2.2.9.3

Estimated expenditures: \$25,000.00

**The Contractor shall be paid for Non-routine
Maintenance and Repair Work based on the cost of
Expenditures plus mark-up of five percent (5%).**

5.11 **26050-019**

Specialized Work, as per
Section 2.2.9.5

Estimated Expenditures: \$25,000.00

**The Contractor shall bill the City at the
Qualified organization's cost price to him/her
(to be supported by invoices), plus mark-up of
Five percent (5%).**

5.12 **26050-018-009**

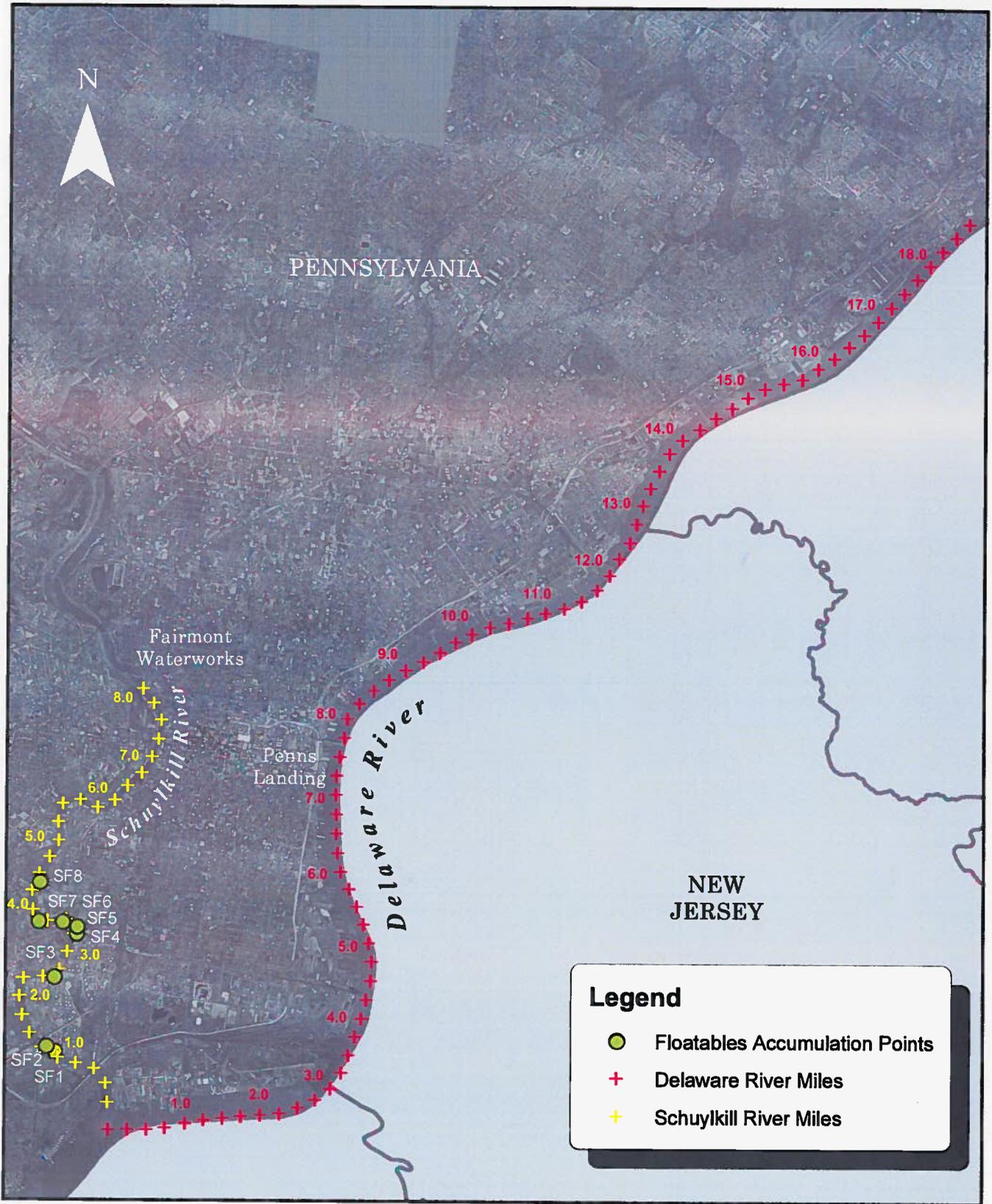
Supplies and Equipment, as per
Section 2.5.4

Estimated expenditures: \$6,000.00

**The contractor shall be compensated for
supplies and equipment based on the actual
invoiced amount to the contractor. The Contractor
must submit as part of the application for monthly
payments the original invoice to the contractor from
equipment or material supplier.**

Extended Total Bid Amount \$ _____
(Unit Price X Quantities for
all items bid plus estimated
expenditures with applicable
mark-up factored in).

"Exhibit A"




 1200 MacArthur Boulevard
 Mahwah, New Jersey 07430
 (201) 529-5151 f:(201) 529-5728

**R.E. Roy Skimmer Vessel
 Operations Contract**
 Philadelphia Water Department

Service Area and Floatables
 Accumulation Points

Origin of Transported Debris Certification

I, _____, the representative of

Company, certify that all the debris transported to the PWD's Southwest Water Pollution Control Plant's grit screenings mixing area originate from the R.E. Roy Skimmer Vessel skimming operations only. I also understand that any violations will cause the immediate termination of this contract. This form must be signed and submitted by the Contractor before the beginning of the work and each time the contract is renewed.

Name: _____

Signature: _____

Company: _____

Date: _____

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 Procurement Customer Service Unit at 215-686-4720.



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID **BY THE CITY OF PHILADELPHIA**

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

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

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

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

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

GENERAL BIDDERS GUIDELINES*

The following checklist will assist you in the preparation of your bid. Failure to adhere to these instructions may result in your bid being disqualified.

- Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.
- Bids and pricing must be written in ink or typed. Faxed bids will not be accepted.
- Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.
- If applicable, sign and return all addenda.
- All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- It is the bidder’s responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier’s envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and Sections 2 and 3 of the Terms and Conditions. See below.

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

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
\$32,000.00 or less	No Check Required
\$32,000.01 - \$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.

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
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 - \$ 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

- Do not combine any payment amounts. All payments should be individual and specific.
- If an alternate to any item is being offered, you must follow the instructions in Section 4 of the Terms and Conditions.

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.

- 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.
- If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.
- Do not submit any counter terms or conditions. **Your bid may be rejected.**
- Please double check all mathematical calculations for errors.

If you have questions, please contact Public Information Unit at bid.info@phila.gov or call 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.

**YOUR REQUEST CANNOT BE PROCESSED IF YOU
DO NOT PROVIDE THE ABOVE ITEMS**

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2013 – June 30, 2014

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$32,000 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 \$32,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2013 to June 30, 2014**, complete the enclosed application and return it with a check for **\$140.00**. 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**" **2013 – 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 \$140.00 for 7/1/13 to 6/30/14
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 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
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 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.

*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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$32,000 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 \$32,000. If the amount of the contract to be awarded is greater than \$32,000 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 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

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

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

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern

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

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

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

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

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

The bidder expressly understands and agrees that any false certification or representation in connection with

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

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

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

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

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

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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.

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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 \$32,000, 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)