

## BID OPENING DATE AND TIME

**On: June 14, 2013**

**AT: 10:30 A.M.**

|   |   |   |  |
|---|---|---|--|
| <b>BID NO.</b><br><br><b>S4Z59920</b>   | <b>PAGE</b><br><b>1</b><br><b>OF</b><br><b>34</b> | <b>INVITATION AND BID<br/>ADVERTISED</b>  | <b>BIDDER MUST<br/>COMPLETE BELOW</b><br><br><small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF<br/>THIS BID.<br/>UNSIGNED BIDS WILL NOT BE ACCEPTED.</small> |
| <small>This Invitation to Bid with your quotations must<br/>be received prior to the above cited bid opening<br/>date and time.</small> |   | <br><br><b>CITY OF PHILADELPHIA<br/>PROCUREMENT DEPARTMENT<br/>MUNICIPAL SERVICES BLDG.<br/>1401 JFK BLVD, ROOM 170A<br/>PHILADELPHIA, PA 19102-1685</b> | <b>NAME AND ADDRESS OF FIRM</b>  |
| <b>DEPARTMENT</b><br><b>VARIOUS</b>   | <b>DIVISION</b><br><b>VARIOUS</b>                 |   | <b>Federal EIN/Social Security Number</b>  |
| <b>AWARDED</b>  |   |   | <b>BUYER: T. Vinson<br/>K. Owens</b>   |
| <b>DATE</b><br><b>FOR THE PROCUREMENT COMMISSIONER</b>  |   |   |  |

**TITLE OF BID: SNOW CLEARANCE AND REMOVAL**

### 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 the Procurement Department, Public Information Center by calling (215) 686-4721, 686-4720, or 686-4719 with questions.

### BID SECURITY

When applicable, **BIDDERS MUST SUBMIT BID SECURITY.**

### BID SIGNATURE

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

#### For City Use Only

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

**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](http://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 |
|--------------|---------|---|----------------------------|
| -----        | -----   | -----                                   | -----                      |
| -----        | -----   | -----                                   | -----                      |
| -----        | -----   | -----                                   | -----                      |
| -----        | -----   | -----                                   | -----                      |

**ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**  
 Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises<sup>1</sup>

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

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

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

|  |  |                               |                        |
|--|--|-------------------------------|------------------------|
| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br><b>PROCUREMENT DEPARTMENT</b><br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>2 34</b> |
|  |  | FIRM NAME (Must be filled in) |                        |

**SECTION 1: GENERAL BID SUBMISSION**

1.1 **TITLE: Snow Clearance & Removal-N.E. Airport**

1.2 **SCHEDULE NO: 176-02**

1.3 **CONTRACT TERM:** 09/01/2013 to 08/31/2014 (“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.

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

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

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

|  |  |                               |                        |
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| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br><b>PROCUREMENT DEPARTMENT</b><br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>3 34</b> |
|  |  | FIRM NAME (Must be filled in) |                        |

#### 1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

#### 1.5 **METHODOLOGY OF ACQUISITION: PURCHASE: The rental of equipment and the purchase of snow clearance and removal service only.**

#### 1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia Northeast Airport to make an award for **the purchase of Snow Removal** for the various City agencies and departments as specified herein during the contract period.

#### 1.7 **BID SECURITY**

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

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

|  |  |                               |                        |
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|  |  | FIRM NAME (Must be filled in) |                        |

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

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

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

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

1.7.3 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount of \$500.00.

1.8 **BID INFORMATION:**

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

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

1.9 **BID SUBMISSION:**

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

|  |  |                               |                        |
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|  |  | FIRM NAME (Must be filled in) |                        |

- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1<sup>st</sup> Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**  
For purposes of this bid ONLY, bidder MUST submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of \$10.00 to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.
- 1.9.7 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)<sup>1</sup> 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.”

<sup>1</sup> 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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|  |  | FIRM NAME (Must be filled in) |                        |

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

1.9.8

**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 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

|  |  |                               |                        |
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| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br><b>PROCUREMENT DEPARTMENT</b><br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>7 34</b> |
|  |  | FIRM NAME (Must be filled in) |                        |

1.9.9      **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 \_\_\_\_\_

|  |  |                               |                        |
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|  |  | FIRM NAME (Must be filled in) |                        |

## 1.10 BIDDER QUALIFICATION:

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

The first package must be identified as Bidder's Qualification Package and show Bid No. along with the name of the firms. The packages should contain all of the information as requested in Section 1.11 of this Invitation and Bid.

The second package must be identified as Bid Documents Package and show Bid No. along with the name of the firms. This package must contain the fully executed bid documents (to include pricing pages, contract backer any Addendums, Bid Security and Bid Processing Fee) as requested in Paragraph 1.12.

- 1.10.2 Qualifications and bid information must be submitted to the City's Procurement Department no later than the time and date stated for bid submittal.
- 1.10.3 Qualification and bid must be complete and should include all information required and as described in Sections 1.11 and 1.12 of this bid. Incomplete submission may result in bidder's disqualification for reason of non responsiveness.
- 1.10.4 All bid pricing must be completed on the forms provided, be complete, and be in ink or typed.
- 1.10.5 Bib must be complete as to required bid signatures and corporate seals and must fully accept the terms and conditions contained in the bid submitted with counter terms and conditions may be disqualified.
- 1.10.6 Vendors who are approved will be notified of the opening date for the Bid Document package.
- 1.10.7 REFERENCES:  
References provided should be pertinent to the commodity or service requested in this Invitation and Bid; and demonstrate the bidder's ability to perform on a contract of this size and scope.

|  |  |                               |                        |
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| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br><b>PROCUREMENT DEPARTMENT</b><br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>9 34</b> |
|  |  | FIRM NAME (Must be filled in) |                        |

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

**SECTION 1:**

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

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

**SECTION 2:**

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

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

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

|  |  |                               |                         |
|--|--|-------------------------------|-------------------------|
| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br><b>PROCUREMENT DEPARTMENT</b><br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>10 34</b> |
|  |  | FIRM NAME (Must be filled in) |                         |

## 1.11 BIDDER QUALIFICATION PACKAGE

City is committed to only contracting with a vendor who is qualified to meet all the specifications and requirements of this bid. As such, bidders are to respond to each element of Section 1.11, Bidder Qualification. If the information requested does not apply to your firm, it must be so noted in the qualification submittal.

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

### 1.11.1 Form of Bidder Qualification Submittal

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

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

- 1) The number and types of equipment available for service.
- 2) Where the equipment is located.
- 3) List of Sub-contract(s) to be used.
- 4) List any other information that would be helpful in evaluation of contractors ability to perform

## 1.12 BID DOCUMENTS PACKAGE

This package must be identified as Bid Documents and show **Bid No. S4Z59920** along with the Package Bid submittal date and name of the firm. This Package must contain the fully executed bid documents, pricing pages, contract backer, attachments, any addendums, Bid Security, and Bid Processing Fee. All Bid pricing must be completed on the forms provided, be complete (bid on all items) and be in ink or typed. Bid must be complete as to required signatures and corporate seal. Any bid submitted with counter terms and conditions may be disqualified.

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## SECTION 2: SPECIFICATIONS

2.1 Successful bidder shall be required to supply the City of Philadelphia's Northeast Airport with Snow Clearance and Removal Services as listed in Sections 2 and 5 of this Invitation and Bid.

2.1.1 Front End Loaders,  
rubber tread S.A.E.  
rated at not less  
than 2 C.Y. (**Minimum - 3 each**)

2.1.1.1 **28561 014 000**  
Monday – Friday 8:00am – 4:00pm

2.1.1.2 **28561 014 001**  
Monday – Friday 4:00pm – 8:00am & Saturdays

2.1.1.3 **28561 014 002**  
Sundays and Holidays

2.1.2 Patrol Graders,  
rubber tread weighing  
not less than 22,500 lbs.,  
not less than 12' Blade. (**Minimum - 2 each**)

2.1.2.1 **28561 014 003**  
Monday – Friday 8:00am – 4:00pm

2.1.2.2 **28561 014 004**  
Monday – Friday 4:00pm – 8:00am & Saturdays

2.1.2.3 **28561 014 005**  
Sundays and Holidays

2.1.3 Dump Trucks - Tandem Axles -  
13 C.Y. Min. with Pennsylvania  
"YZ" or "ZZ" license tag or other  
state license of equivalent capacity  
can be substituted. (**Minimum - 8 each**)

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2.1.3.1      **28561 014 006**  
Monday – Friday 8:00am – 4:00pm

2.1.3.2      **28561 014 007**  
Monday – Friday 4:00pm – 8:00am & Saturdays

2.1.3.3      **28561 014 008**  
Sundays and Holidays

2.2      The Airport may decide to use their own equipment in which case the bidder shall submit a labor rate per hour for a heavy equipment operator in Section 5. The operator shall comply with all terms listed in paragraph 2.3.1.

2.3      The service to be provided covers the removal, loading and transporting of snow from areas designated by the Commerce Department Division of Aviation to areas designated for snow removal.

2.3.1      The contractor undertakes the obligation to furnish, on a simultaneous basis the number and types of equipment stated in the bid, including tires, chains, etc., together with the necessary required accessories for the efficient operation of the equipment, including the repair and maintenance thereof. The contractor shall have the operators and equipment ready for efficient operation within four (4) hours after notice from the Facilities Manager, Northeast Airport.

2.3.2      The hourly prices for equipment furnished (plus an allowance of one-half (1/2) hour in each direction for actual travel to and from contractor's equipment yard), shall be the only compensation paid to the contractor, which shall include furnishing the snow removal equipment, complete with required maintenance thereof, tires, chains, fuel, operator and all other requirements, including supervision, for the efficient operation of the equipment. The contractor shall furnish at least one foreman to supervise the work and be present throughout the snow removal operation. The Contractor shall furnish additional supervision if in the opinion of the Manager, Northeast Airport, it is required. No charge will be made for said foremen or additional supervision.

2.3.3      In the event it becomes necessary to substitute snow removal equipment on site by bringing in additional equipment there will be no provisions for travel time allowance.

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2.3.4 **Downtime**

During any period of time when a piece of equipment becomes inoperable or otherwise immobilized, which may cause other equipment to cease operation, time lost will not be included as part of the aggregate time worked by such equipment. This downtime shall include any period of time when equipment cannot perform its assigned work for reasons such as breaks, mealtime, etc.

2.3.5 The contractor will be responsible for repairs and full restoration of damage to any property or facilities caused by his operations and/or operators.

2.3.5.1 No track driven equipment shall be permitted on paved surfaces.

2.3.5.2 No teeth on loader or grader blades will be permitted on snow removal equipment.

2.3.6 No assurance is given to the contractor that any or all of his equipment will be used; need will be based on the evaluation of each snow storm by the Manager, Northeast Airport.

2.3.7 The notice to proceed given to the contractor by the Manager, Northeast Airport will include the following:

A The types of equipment needed.

B. The areas to be cleaned.

C. Instructions as to location for snow piling or dumping.

2.3.8 The work shall be continuous on an around-the-clock basis until work is completed as directed and required by the Manager, Northeast Airport. Notice to proceed may be given by telephone or in any manner suited to the exigencies of the situation. Contractor is required to maintain a telephone at which the notice to proceed will be received and acted upon at any hour of the day or night.

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Contractor shall state the names and addresses of persons to contact for emergency calls.

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

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

PHONE NO: \_\_\_\_\_

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

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

PHONE NO: \_\_\_\_\_

**2.3.8.1 HEAVY EQUIPMENT OPERATOR**

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

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

PHONE NO: \_\_\_\_\_

2.4 Bidders shall submit a price for each item listed below. Prices shall be firm for the initial term of the Contract. IF subsequent Renewal Terms are exercised by the City, the vendor may increase prices as provided for in paragraph 4.3 "Price Increase or Decrease".

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### SECTION 3: BID EVALUATION AND AWARD

#### 3.1 EVALUATION:

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

##### 3.1.1 Qualification Stage:

- 3.1.1.1 The qualification information furnished by the bidders in accordance with section 1.11 will be received by the City of Philadelphia Procurement Department for determination as to bidder's ability to perform the scope of services listed.
- 3.1.1.2 The City may require bidders to briefly discuss or clarify their submission.
- 3.1.1.3 The Procurement Department and Commerce Department, Division of Aviation shall evaluate all on-time submissions.
- 3.1.1.4 The City shall not be liable for any costs associated with the development, preparation, transmittal or presentation of any information of material submitted in response to this qualification information request. All information / material submitted becomes the sole property of the City and will be retained, returned, or destroyed at the City's discretion.
- 3.1.1.5 **Reservation of Rights**  
The City reserve and may exercise the following rights and options with respect to the qualification process:
  - 3.1.1.5.1 To qualify one (1) or more bidders
  - 3.1.1.5.2 To reject any and all qualification information received pursuant to this request.
  - 3.1.1.5.3 To supplement, amend, substitute or otherwise modify the qualification information request at any time prior to bidder qualification and to cancel this process with or without another qualification process or to extend the submittal date and request additional qualification; information prior to final determination of bidders eligible for award.

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

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

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

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

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

3.1.1.5.7 Only those bidders determined qualified will be eligible or aware. Bid packages from disqualified bidders will not be opened and will be returned unopened to the address Specified in Section 1.9.10.

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

**3.1.2 Bid Evaluation Stage:**

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

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- 3.1.2.1 Bids will be evaluated by the Procurement Department and the Commerce Department Division of Aviation.
- 3.1.2.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.2.3 Bids which are determined to be non-responsive for reasons of:
- (i) improper bid security
  - (ii) improper bid execution
  - (iii) incompleteness
  - (iv) offering counter terms and conditions
  - (iv) improper or incomplete execution of OEO DOCUMENTS (if applicable)

may be disqualified by the City without notice to the bidder. The decision of the City is Final and is in the Sole Judgment and Discretion of the City.

- 3.1.2.4 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".

3.1.3 **AWARD:**

Contract will be awarded to the lowest responsive and responsible bidder based upon the aggregate price per hour for the minimum number of equipment units required. Aggregate price per hour is computed as follows:

3.1.3.1 **BASIS OF AWARD:**

For each time period, for each item, the extended hourly rate quoted is multiplied by the minimum number of units required. Section 5, "Pricing" (For Items 5.1.1 thru 5.1.3.1)

The aggregate hourly rate totals for each time period are then extended as follows:

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- a. Monday – Friday 8:00am – 4:00pm  
Aggregate Hourly Rate x 20
- b. Monday – Friday 4:00pm – 8:00am &  
Saturdays Aggregate Hourly Rate x20
- c. Sundays & Holidays -  
Aggregate Hourly Rate x 10

### 3.2 **LBE CALCULATION**

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

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

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

Performance security shall be required for any subsequent renewal periods.

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3.4 **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.

3.5 **INSURANCE:**

For this bid only, Paragraph 15 of the “Terms and Conditions of Bidding and Contract” is deleted and replaced with the following:

- 3.5.1 Contractors must indemnify, defend and hold the City harmless from and against any and all losses or costs arising out of their services in connection with the Contract.
- 3.5.2 Contractor must release/waive the City from liability for personal or bodily injury resulting from use of the equipment.
- 3.5.3 Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the Services, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein shall be written on an “occurrence” basis and not a “claims made” basis.

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3.5.4 In no event shall services be performed until the required evidence of insurance has been furnished. 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, its officers, employees and agents, shall be named as additional insured on all policies required hereunder except the Workers' Compensation and Employees' Liability Policy.

3.5.5 Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insured will be primary to any other coverage available to them and that no act or omission of the City shall invalidate the coverage

(a) **WORKERS' COMPENSATION AND EMPLOYEES' LIABILITY**

Workers' Compensation - Statutory Limits

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

Pennsylvania Endorsement

(b) **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Limit of Liability: \$10,000,000 per occurrence combined single limit for Bodily injury (including death) and property damage liability. Coverage: Coverage shall include premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); independent contractors; employees as additional insureds; cross liability; broad form property damage.

(c) **AUTOMOBILE LIABILITY**

Limit of Liability: \$10,000,000 per occurrence combined single limit for Bodily injury (including death) and property damage liability.

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

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**Evidence of Insured Coverage**

Certificates of Insurance evidencing the required coverage shall be submitted to the Responsible Official (at the address set forth in the Agreement) and the City’s Risk Manager at least ten (10) days before services commence and at least ten (10) days before each renewal term. The City reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days written notice to Contractor.

The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Agreement by Contractor to the City, or to limit Contractor’s liability under the Agreement to the limits of the policies of insurance required to be maintained by Contractor in this Agreement.

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

**SECTION 4: CONTRACT MANAGEMENT**

**4.1 CITY OF PHILADELPHIA RESPONSIBILITY:**

4.1.1 Commerce Department Division of Aviation will be notified by Procurement of the award and will be provided with vendor, vendor contact and applicable pricing. Commerce Department Division of Aviation will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement.

The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

**Order Against Contracts**

Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the equipment and services are 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 The payment for working will be computed from the aggregate number of hours worked at the hourly rate for each piece of equipment, plus an allowance of one-half hour in each direction for actual travel to and from the contractors equipment yard. Except for travel time, the period for which the contractor will be paid shall begin at the time each piece of equipment arrives in the site designated and commences operations, and will end when each piece of equipment leaves on completion of its job assignment. No provision for travel time if necessary to use substitute equipment. (See Paragraph 2.3.3)
- 4.1.3 The City shall NOT pay for any downtime. (See Paragraph 2.3.4)
- 4.1.4 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.
- a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
  - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
  - (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 equipment 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.

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4.1.5 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.

4.1.6 **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.**

4.1.7 **Contract Extras**

Contract extras are defined as services, supplies or equipment that are required within the scope of work authorized in the contract and provided on a fixed or variable basis. Whenever such services, supplies or equipment are required, they shall be proposed on the Work Request Form (72-290) (refer to attachment A) and authorized in written form by properly designated Contract Management Representatives of both the City and Operator. The final approval shall rest with the Procurement Department. A sample of the form is included in the bid as Attachment A. Copies of the form shall be provided by the department.

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor must be full trained on the correct and safe operation of the equipment. They must have a Commercial Drivers License and participate in a Drug and Alcohol Testing Program. A certified letter stating that the contractor meets this criteria shall be available when requested by the Commerce Department Division of Aviation.

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- 4.2.2 Contractor may deliver only equipment and provide services 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.
- 4.2.3 Contractor may deliver only services or equipment at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.4 Contractors may deliver 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 Commerce Department Division of Aviation of anticipated funding shortfalls.
- 4.2.5 **DELIVERY:**  
Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Commerce Department Division of Aviation, delivery of product and/or service will be made within 30 days from date requested by the department. **VENDOR NOTE:** In Section 5, specify delivery if other than 30 days.
- 4.2.5.1 **Liquidated Damages:**  
Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.
- 4.2.6 In the event that the contractor receives an order for 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 Commerce Department Division of Aviation in writing and refuse to deliver.
- 4.2.7 Should 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.

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- 4.2.8 For delivery of 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.
- 4.2.9 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.10 The contractor shall contact the Commerce Department Division of Aviation to discuss job details.
- 4.2.11 Contractor shall maintain time records on forms to be supplied by the Commerce Department Division of Aviation. An assigned employee from the Commerce Department Division of Aviation will have authority to check time records as required. Invoices to the City of Philadelphia shall show the Purchase Order number and include the following information.
- (i) Total number of snow removal equipment utilized to include type and class.
  - (ii) Location(s) of snow removal operation.
  - (iii) Dates and hours of work by each piece of snow removal equipment.
  - (iv) Explanation (include specific detail) of travel time.
- 4.2.12 Contractor will be required to maintain a complete set of time records for personnel assigned to work. Time records to include individual's name, address and social security number.

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4.2.13

**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 is to be at the sole expense of the Contractor.

4.2.14

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

4.2.15

**Invoices/Receipts:**

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

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

4.2.15.3 Invoices should be sent in triplicate to each ordering department

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

4.2.15.3.2 See also item 4.1.2 above.

4.2.15.4 Separate invoices shall be rendered for each request for Snow Removal Service.

|  |  |                               |                         |
|--|--|-------------------------------|-------------------------|
| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br><b>PROCUREMENT DEPARTMENT</b><br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>27 34</b> |
|  |  | FIRM NAME (Must be filled in) |                         |

4.2.15.5 The Successful bidder(s) shall provide all services required and remove equipment from Airport property thereafter. Northeast Airport Personnel shall provide written direction for equipment removal, as required, giving vendor no less than 14 days notice of the desired removal date. Should equipment remain on Airport Property beyond this period, a charge of \$100.00 per day, per piece of equipment shall be levied against vendor. Such charges to be classified as “equipment storage fees.”

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

- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.
- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.

|  |  |                               |                         |
|--|--|-------------------------------|-------------------------|
| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br><b>PROCUREMENT DEPARTMENT</b><br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>28 34</b> |
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- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
  
- e. All contractors and subcontractors performing city-work shall automatically file with the , Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
  
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

|  |  |                               |                         |
|--|--|-------------------------------|-------------------------|
| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br><b>PROCUREMENT DEPARTMENT</b><br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>29 34</b> |
|  |  | FIRM NAME (Must be filled in) |                         |

- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.
  
- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215)686-4720/21.

***SEE ATTACHED APPLICABLE WAGE SCHEDULE:***

|  |   |                               |                         |
|--|---|-------------------------------|-------------------------|
| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br>PROCUREMENT DEPARTMENT<br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>30 34</b> |
|  |   | FIRM NAME (Must be filled in) |                         |

**City of Philadelphia**

**Prevailing Wage Rate Schedule**

**Snow Removal**

| <i>Classification</i>           | <i>Basic Hourly Rate</i> | <i>Fringe Benefits</i> |
|---------------------------------|--------------------------|------------------------|
| <b>Power Equipment Operator</b> | <b>\$40.56</b>           | <b>\$25.48</b>         |
| <b>Truck Driver</b>             | <b>\$28.1225</b>         | <b>\$14.8225</b>       |
| <b>Laborer</b>                  | <b>\$26.70</b>           | <b>\$23.55</b>         |

**Notes of Interest:**

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

**Philadelphia Procurement Department  
Municipal Services Building  
1401 J.F.K. Boulevard - 1th Floor  
Philadelphia, PA 19102-1670  
Telephone Numbers: (215) 686-4720  
Fax Number: (215) 686-4716**

|  |  |                               |                         |
|--|--|-------------------------------|-------------------------|
| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br><b>PROCUREMENT DEPARTMENT</b><br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>31 34</b> |
|  |  | FIRM NAME (Must be filled in) |                         |

#### 4.4 **PRICE INCREASE OR DECREASE**

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

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

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

or

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

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

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

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

**Failure to notify the City within the time frame specified in 4.4 will result in a commensurate delay in implementing the price change.**

|  |   |                               |                         |
|--|---|-------------------------------|-------------------------|
| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br>PROCUREMENT DEPARTMENT<br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>32 34</b> |
|  |   | FIRM NAME (Must be filled in) |                         |

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

**SECTION 5: PRICING**

**NOTE:**

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

(Prices quoted may not exceed three (3) decimal places)

5.1 Bidders are to bid an hourly rate per unit w/operator for each time period. City may elect to order more or less of any item as needed and requested.

|   | <b>QTY</b>           | <b>UNIT<br/>OF<br/>MEASURE</b>                     | <b>RATE PER HOUR<br/>EQUIPMENT<br/>W/OPERATOR</b> | <b>TOTAL<br/>AMOUNT</b> |
|---|----------------------|--|---|-------------------------|
| 5.1.1 Front End Loaders,<br>rubber tread S.A.E.<br>rated at not less<br>than 2 C.Y. |                      |  |   |                         |
| 5.1.1.1   | <b>28561 014 000</b> |  |   |                         |
|   |                      | Monday – Friday<br>8:00am – 4:00pm                 |   |                         |
|   | <b>20</b>            | <b>HR</b>  | \$ _____  | \$ _____                |
| 5.1.1.2   | <b>28561 014 001</b> |  |   |                         |
|   |                      | Monday - Friday<br>4:00pm – 8:00 am<br>& Saturdays |   |                         |
|   | <b>20</b>            | <b>HR</b>  | \$ _____  | \$ _____                |
| 5.1.1.3   | <b>28561 014 002</b> |  |   |                         |
|   |                      | Sundays and<br>Holidays                            |   |                         |
|   | <b>10</b>            | <b>HR</b>  | \$ _____  | \$ _____                |

**Extended Total (Items 5.1.1.1 through 5.1.1.3) multiplied (x) 3 = \$ \_\_\_\_\_**

|  |   |                               |                         |
|--|---|-------------------------------|-------------------------|
| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br>PROCUREMENT DEPARTMENT<br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>33 34</b> |
|  |   | FIRM NAME (Must be filled in) |                         |

| QTY  | UNIT<br>OF<br>MEASURE  | RATE PER HOUR<br>EQUIPMENT<br>W/OPERATOR | TOTAL<br>AMOUNT |
|--|--|--|-----------------|
| 5.1.2  | Patrol Graders,<br>rubber tread weighing<br>not less than 22,500 lbs.,<br>not less than 12' Blade.   |  |                 |
| 5.1.2.1  | <b>28561 014 003</b><br>Monday – Friday<br>8:00am – 4:00pm<br><b>20 HR</b>   | \$ _____                                 | \$ _____        |
| 5.1.2.2  | <b>28561 014 004</b><br>Monday - Friday<br>4:00pm – 8:00am<br>& Saturdays<br><b>20 HR</b>  | \$ _____                                 | \$ _____        |
| 5.1.2.3  | <b>28561 014 005</b><br>Sundays and Holidays<br><b>10 HR</b>   | \$ _____                                 | \$ _____        |
| <b>Extended Total (Items 5.1.2.1 through 5.1.2.3) multiplied (x) 2= \$ _____</b> |  |  |                 |
| 5.1.3  | Dump Trucks – Tandem Axles –<br>13 C.Y. Min. with Pennsylvania<br>“YZ” or “ZZ” license tag or<br>state license of equivalent<br>capacity can be substituted. |  |                 |
| 5.1.3.1  | <b>28561 014 006</b><br>Monday – Friday<br>8:00am – 4:00pm<br><b>20 HR</b>   | \$ _____                                 | \$ _____        |

|  |   |                               |                         |
|--|---|-------------------------------|-------------------------|
| <b>INVITATION<br/>AND BID<br/>Continuation</b> | CITY OF PHILADELPHIA<br>PROCUREMENT DEPARTMENT<br>PHILADELPHIA, PA 19102 - 1685 | BID NUMBER<br><b>S4Z59920</b> | PAGE OF<br><b>34 34</b> |
|  |   | FIRM NAME (Must be filled in) |                         |

|  | QTY       | UNIT<br>OF<br>MEASURE  | RATE PER HOUR<br>EQUIPMENT<br>W/OPERATOR | TOTAL<br>AMOUNT |
|--|-----------|--|--|-----------------|
| 5.1.3.2  | <b>20</b> | <b>28561 014 007</b><br>Monday – Friday<br>4:00pm – 8:00am<br>& Saturdays<br><b>HR</b> | \$ _____                                 | \$ _____        |
| 5.1.3.3  | <b>10</b> | <b>28561 014 008</b><br>Sundays and<br>Holidays<br><b>HR</b>                           | \$ _____                                 | \$ _____        |
| <b>Extended Total (Items 5.1.3.1 through 5.1.3.3) multiplied (x) 8= \$ _____</b> |           |  |  |                 |
| 5.2  |           | <b>28561 014 013</b><br>Hourly Rate for Heavy Equipment Operator<br><b>HR</b>          | \$ _____                                 | \$ _____        |

**Attachment A**

**Work Request Form**

**#72-290**

|   |  |                     |                 |                          |      |                        |  |          |        |      |
|---|--|---------------------|-----------------|--------------------------|------|------------------------|--|----------|--------|------|
| CITY OF PHILADELPHIA • DEPARTMENT OF COMMERCE<br><b>WORK REQUEST</b>  |  |                     |                 | WORK REQUEST NUMBER      |      | DATE                   |  |          |        |      |
| TO: CONTRACT MANAGEMENT<br>TECHNICAL SERVICES UNIT<br>DIVISION OF AVIATION  |  | 1. SYSTEM/EQUIPMENT |                 | 2. REPAIR REQUEST NUMBER |      | DATE                   |  |          |        |      |
| 4. TYPE OF SUBMISSION<br><input type="checkbox"/> ACT OF GOD <input type="checkbox"/> MALICIOUS MISCHIEF <input type="checkbox"/> MALFUNCTION <input type="checkbox"/> VANDALISM <input type="checkbox"/> OTHER (SPECIFY) _____ |  |                     |                 |                          |      |                        |  |          |        |      |
| 5. DESCRIPTION OF REQUEST<br>_____<br>_____<br>_____<br>_____<br>_____  |  |                     |                 |                          |      |                        |  |          |        |      |
| <b>ESTIMATE</b>   |  |                     |                 |                          |      |                        |  |          |        |      |
| 6. MATERIAL   |  |                     | QTY.            | UNIT PRICE               | COST | 7. LABOR               |  | NO. HRS. | \$/HR. | COST |
|   |  |                     |                 |                          |      |                        |  |          |        |      |
| <i>SUB-TOTAL</i> _____  |  |                     |                 |                          |      | <i>SUB-TOTAL</i> _____ |  |          |        |      |
| ESTIMATED COMPLETION DATE   |  |                     |                 |                          |      | <b>TOTAL \$</b>        |  |          |        |      |
| 8. PREPARED BY  |  |                     | 9. VERIFIED BY  |                          |      | 10. REVIEWED BY        |  |          |        |      |
| <input type="checkbox"/> AUTHORIZED TO PROCEED <input type="checkbox"/> NOT AUTHORIZED TO PROCEED   |  |                     | 11. APPROVED BY |                          |      | DATE                   |  |          |        |      |
| <b>ACTUAL</b>   |  |                     |                 |                          |      |                        |  |          |        |      |
| 12. MATERIAL  |  |                     | QTY.            | UNIT PRICE               | COST | 13. LABOR              |  | NO. HRS. | \$/HR. | COST |
|   |  |                     |                 |                          |      |                        |  |          |        |      |
| <i>SUB-TOTAL</i> _____  |  |                     |                 |                          |      | <i>SUB-TOTAL</i> _____ |  |          |        |      |
| COMPLETION DATE   |  |                     |                 |                          |      | <b>TOTAL \$</b>        |  |          |        |      |
| 14. PREPARED BY   |  |                     | 15. VERIFIED BY |                          |      | 16. REVIEWED BY        |  |          |        |      |
| <input type="checkbox"/> AUTHORIZED FOR PAYMENT <input type="checkbox"/> NOT AUTHORIZED FOR PAYMENT   |  |                     | 15. APPROVED BY |                          |      | 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 Public Information Unit at 215-686-4720.



## **CITY OF PHILADELPHIA**

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

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

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

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

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

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

## **BIDDERS GUIDELINES\***

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

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

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

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



**CITY OF PHILADELPHIA  
PROCUREMENT DEPARTMENT  
Public Information Unit**

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

**ATTENTION VENDORS**

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

**BID RESULTS REQUEST FORM**

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

Date of Request: \_\_\_\_\_

Bid Number Requested: \_\_\_\_\_ Opening Date: \_\_\_\_\_

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

Company Representative: \_\_\_\_\_

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

Email Address \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

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

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

**Mail Request To:**

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

**COMPANY CHECK OR MONEY ORDER ONLY**



# CITY OF PHILADELPHIA

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

Hugh Ortman  
Procurement Commissioner

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

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

Dear Vendor:

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

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

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

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

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

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

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

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

**Street Address:** \_\_\_\_\_

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

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

**E Mail Address:** \_\_\_\_\_

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

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

*Internal Use Only*

Rcvd. \_\_\_/\_\_\_/\_\_\_ Pymt. Type \_\_\_\_\_ Ck. Amt. \$ \_\_\_\_\_ Ck.# \_\_\_\_\_



# CITY OF PHILADELPHIA

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

Rob Dubow  
Director of Finance

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

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

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

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

# Vendor Information Payment Reference Guide

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



# CITY OF PHILADELPHIA

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

Hugh Ortman  
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT**

**BID SUBMISSION**

**1. PREPARATION AND SUBMISSION OF BID.**

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

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

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

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

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

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

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

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

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

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

## 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 as a Local Business Entity ("LBE") and must submit with the bid, the LBE Certification Number\* as issued by the Procurement Department.

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

### EVALUATION AND AWARD

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

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

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

**9. RESPONSIBILITY.** Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to

perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

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

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

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

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### CONTRACT EXECUTION AND CONFORMANCE

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

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the Contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the Contract by the Procurement Commissioner.

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

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

**15. INSURANCE.** Unless otherwise specified, the successful bidder (referred to in this Section as

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- (1) Workers' Compensation - Statutory limits
- (2) Employers Liability - \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; \$500,000 Policy Limit - Bodily Injury by Disease
- (3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: owned, non-owned and hired vehicles.

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and

these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

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

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

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

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

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

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

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

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

b. Appropriate to the payment of the difference

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

**20. PAYMENT FOR EQUIPMENT.** Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed through 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)."

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

- a. Business 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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

### **28. BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE.**

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

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

### **29. PHILADELPHIA 21<sup>st</sup> CENTURY MINIMUM WAGE STANDARD.**

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

The 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

## **TERMS AND CONDITIONS OF BIDDING AND CONTRACT**

available, or that the Contractor does not provide employment benefits to the spouses of married employees.

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

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT**  
**SIGNING OF BIDS**

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

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

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

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

**SIGNING OF BIDS:**

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

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

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

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

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

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

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

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

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

**CORPORATE SEAL**

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

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

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

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

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

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

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

**APPROVED AS TO FORM**

**CONTRACT EXECUTION**

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

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