# Paints and Related Supplies

## S6Z61840

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**
Required by: **Various Departments**

| | |
|---|---|
| **Bid Opening Date:** | **February 17, 2016** |
| **Bid Opening Time:** | **10:30 AM Philadelphia Local Time** |
| **Location for Bid Opening:** | **MUNICIPAL SERVICES BUILDING - ROOM 170A**<br>**1401 JFK BOULEVARD, PHILADELPHIA PA 19102** |
| **Buyer:** | **J. Manton** |
| **Spec. Writer:** | **J. Washington** |

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

**BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED*. BIDDER MUST COMPLETE THE INFORMATION BELOW:***

| **NAME AND ADDRESS OF FIRM:** |
|---|
| |

| **FEDERAL EIN/SOCIAL SECURITY NUMBER:** |
|---|
| |

**BID QUESTIONS**

All questions concerning this Invitation and Bid, including specifications and conditions, must be presented prior to the bid opening date and time. Contact the Procurement Department Customer Service Unit by emailing Bid.Info@phila.gov or by calling **(215) 686-4720** with questions.

**Office of Economic Opportunity (OEO)**
**Anti-Discrimination Policy**
**Executive Order 03-12 – Bidder Requirements**

This Invitation and Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order, policy and guidelines as attached. Specific instructions must be adhered to and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder. Any and all questions about Executive Order 03-12 and bidder compliance should be directed to the Office of Economic Opportunity (OEO) office at (215) 683-2071.

## PARTICIPATION RANGES:

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

***FOR PROCUREMENT USE ONLY. DO NOT MAKE ANY MARKS IN THIS BOX.***

Bid Security Fee ☐Yes ☐No Method (if paid with bid) _____ Check or M/O # _____

Bid Processing Fee ☐Yes ☐No Method _____ Check or M/O # _____

**Trevor Day**
**Acting Procurement Commissioner**

## SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Paint and Related Supplies**

**SCHEDULE NO: 50**

1.2 **CONTRACT TERM**: 3/1/2016 to 2/28/2017 ("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 (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

1.2.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the "Renewal Notice") notifying the successful bidder 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 successful bidder 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 successful bidder has agreed, verbally or in writing, to such renewal of the Contract term.

1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the successful bidder 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 Paragraph 19, Default and Termination, of the attached SS&E Terms and Conditions of Bidding and Contract.

1.3 **CONTRACT TYPE: REQUIREMENTS**

1.3.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein.

Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed. Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidder(s) are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency through a purchase order or other authorized document from the Procurement Department.

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

Materials 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 an award involving following fiscal years' funds until such orders are issued.

The obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful bidder(s) may be required to furnish an individual Performance Bond in addition to a Performance Security Fee to cover units awarded to them.

1.4 **METHODOLOGY OF ACQUISITION**: **PURCHSASE** only

1.5 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for **Paint and Related Supplies** for the various City agencies and departments as specified herein during the contract period.

1.6 **BID SECURITY**

1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program. The program covers the time period from **July 1, 2015 – June 30, 2016**. All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order.

The fee should be submitted, under separate cover, to the attention of **"FY16 Annual Bid Security Program"** at least one day prior to the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**$100.00**) made payable to "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract".

1.7 **BID INFORMATION**:

1.7.1 All information related to this bid will be contained in this Invitation and Bid as issued or amended.

1.7.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.

1.8 **BID SUBMISSION**:

1.8.1 All bids submitted to the City of Philadelphia must adhere to all bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.

1.8.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.

1.8.3 Bidders must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening**.** Bids that are not in the bid box prior to the bid opening may be disqualified.

1.8.4 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.

1.8.5 All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.

1.8.6 Bidder's bid should be complete and include ALL information required as described in the various sections of the bid specifications. All pricing must be completed on the forms provided and must be in **ink or typed**. The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

1.8.7 **BID PROCESSING FEE:**
All bidders MUST submit with their bid a non-refundable company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order to the order of the "The City of Philadelphia" in the amount of twenty-five dollars ($25.00) to cover the bid processing fee in accordance with Paragraph 3 of the "SS&E Terms and Conditions of Bidding and Contract". Failure to submit the bid processing fee may result in disqualification from bidding.

1.8.8 When a Minority Owned Business Enterprise, Woman Owned Business Enterprise, or Disabled Owned Business Enterprise ranges are required by an Invitation and Bid, bidders are reminded that the submission of a blank "Commerce Department Office of Economic Opportunity (OEO) Solicitation and Commitment Form" will result in the bidder being deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 03-12".

1.8.9 **LOCAL BIDDING PREFERENCE**

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 local bid preference[1]. In order to determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity ("LBE") at the time of the bid opening.

**IS YOUR COMPANY LBE CERTIFIED PLEASE CHECK YES OR NO.**

**YES** ☐ **NO** ☐

Further, through submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference which certification is incorporated into any contract resulting from this bid:

"Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)[2] 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 LBE certified 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."

If the Procurement Commissioner determines that the awarded bidder fails to comply with its certification at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

[1] For applicable bids of One Million Dollars or less, the preference is ten percent (10%); for all other applicable bids the preference is five percent (5%).

[2] If the Bidder relies upon LBE 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.

1.8.10 **CONTACT PERSON(S):**

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

**State Company Web Site Address:**_____

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

1.8.11 **ALTERNATES SUBMITTED**, only where a "reference" is stated.

**NOTE**: No alternates will be allowed for Items 5.1 through 5.7 (see paragraph 2.7) for product qualification for future bids.

If an alternate to any item is offered, bidder must follow instructions in Paragraph 4 of CONDITIONS OF BIDDING. State the brand name and the model number of each alternate offered. Detailed technical information on the alternate must accompany the bid.

Failure to state alternates will obligate bidder to provide material and/or service specified in the bid; see Paragraph 1.8.13.

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

1.8.12 **FOR SECTION F: MISCELLANEOUS, ONLY:**
**UPON REQUEST, ALL BIDDERS MUST SUBMIT TWO (2) COPIES OF CURRENT CATALOGS/PUBLISHED PRICE LISTS FROM WHICH THEY ARE QUOTING.**

**Bidders are to submit with the bid representative sections of the price list bidder intends to use for the purposes of this bid. The representative sections must show the list price of all those items appearing on the bid in the sections upon which bidder places a bid. These representative sections may be in a hard copy or in electronic form (i.e., CD ROM, disk, etc.). At time of award, vendor must submit the manufacturer's list price book in Adobe Acrobat PDF file or CD ROM to the buyer. Vendor must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.**

1.8.13 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by emailing bid.info@phila.gov, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. **Questions, whether written 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.** The City will respond to questions it considers appropriate to this Invitation and Bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any bidder question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

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 Invitation and Bid and in accordance with the specifications and requirements listed in this Invitation and Bid.

1.9 **BIDDER QUALIFICATION:**

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

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

1.9.2 Successful bidder may be required to submit manufacturer's standard test results for the product line offered. Failure to submit this documentation upon request may disqualify your bid.

**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: | _____ | _____ | _____ |
| Email: | _____ | _____ | _____ |
| 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: | _____ | _____ | _____ |
| Email: | _____ | _____ | _____ |
| Phone #: | _____ | _____ | _____ |
| Item(s): | _____ | _____ | _____ |

## SECTION 2: SPECIFICATIONS

2.1 Successful bidder(s) shall be required to supply the City of Philadelphia's various agencies with paint and related supplies as listed in Section 2 and 5 of this Invitation and Bid.

2.2 Delivery locations shall appear on purchase orders resulting from this Invitation and Bid.

2.3 **OVER-THE-COUNTER/PICK-UP SERVICE**
The successful bidder(s) must maintain an over-the-counter service during the contract period. The over-the-counter service must meet the following criteria: (**NOTE**: bidder must have, at the time of the bid opening, over-the-counter service).

2.3.1 There must be an area in the vendor's facility/store front where the general public may enter and make purchase(s) in person.

2.3.2 Does not require a telephone call prior to pick up at the counter.

2.3.3 The over-the-counter facility/store front must be open from 8:30 AM to 5:00 PM, Monday through Friday, and have vendor's personnel available to accept orders.

2.3.4 Vendor's over-the-counter facility must be located within the City of Philadelphia or within one (1) mile of the City limits. Vendor shall provide same day delivery service as required in emergency situations. The City shall contact the vendor in the morning (prior to 11:00 AM) for afternoon (no later than 3:00 PM) delivery.

2.3.5 **STATE FACILITY ADDRESS:**

_____

_____

2.4 **DELIVERY:**
Successful bidder must provide next-day delivery service. To deliver - vendor must have own delivery vehicle. Successful bidder(s) must maintain an adequate inventory to provide next-day delivery service. The City reserves the right to inspect bidder's facility, prior to an award being made, to determine if bidder has appropriate inventory.

2.4.1 Minimum delivery amount: **$250.00**

2.4.2 Vendor is not required to make delivery of any shipment whose dollar value falls below this amount.

2.4.3 Where required, delivery locations will appear on Purchase Orders resulting from this Invitation and Bid.

2.4.4 The vendor's staff will not issue any item to anyone other than authorized, designated City personnel. Vendor is required to check for City of Philadelphia ID card of person(s) in receipt of delivery from vendor or making an over-the-counter pick-up.

2.4.5 Authorized personnel must sign his/her name and payroll ID number upon receipt of supplies.

2.4.6 **BIDDER TO COMPLETE SECTION 5, "TYPE OF TRANSPORT".**

2.5 **NON-STOCKED ITEMS:**
The successful bidder(s) shall provide for those items which are not available as next-day delivery service items but which are supplied by the vendor on an otherwise extended delivery.

2.6 For each item listed there is a qualified product referenced. Only these products will be considered for award for this Invitation and Bid.

Any vendor who wants their product qualified for FUTURE bids should be submitted for Testing by contacting Josh Sumpter, Procurement Inspections Officer, (215) 686-4791. Samples will be submitted and an evaluation testing would be required to judge its efficacy. Final approval must come from the City of Philadelphia Procurement Department. Samples for testing must be provided at no cost to the City of Philadelphia.

2.7 For items listed in Section F - Miscellaneous in Pricing:

**General Instructions for Pricing in Section 5:**

The City has selected a REPRESENTATIVE sample of the types of items it requires. This sample is used only to determine overall pricing and award information. Items to be acquired ARE NOT LIMITED TO THOSE LISTED IN THE PRICING SECTION.

Vendor must use the most current list price at the time of the bid opening.

For each item listed the bidder MUST SUBMIT:

A price for the item based upon the current manufacturer's list price for that item. ALL SAMPLE ITEMS IN A SECTION MUST BE BID.

The price that the bidder will charge to the City for the Item (i.e. the Net Price to the City).

Total each list (i.e. – "Manufacturer's List Price" and the "Net Price to the City").

Compute and enter the difference between the Manufacturer's List Price Total and the Net Price to the City Total.

Compute and enter the discount by dividing the difference by the current published list price total.

This computed percentage discount will apply to all items ordered by the City.

An award will be made to that bidder offering the lowest total net price to the City.

Vendor must use the most current list price at the time of the bid opening.

The computed percentage discount will apply to all items on the price list, TO INCLUDE THE REPRESENTATIVE SAMPLE LISTED IN THIS INVITATION AND BID, submitted by the Bidder with the bid.

2.7.1 Bidders shall submit a price for each item listed below (Section 5). 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 per paragraph 4.3 "Price Increase or Decrease".

2.8 **Material Safety Data Sheets (MSDS):**

To comply with the Pennsylvania Community and Worker Right to Know Act of 1984, the City of Philadelphia requires bidders to submit a copy of the MSDS pertinent to the product(s) used or to the service(s) offered. A copy of MSDS may be required prior to award by the Procurement Department. Successful bidders shall be required to provide to the receiver an MSDS prior to, or accompanying, the first shipment and subsequent to any revision to the MSDS during the duration of this contract. For those products or substances which the bidder believes exempt from the State regulation to provide MSDS, the City requires those bidders to provide with their bid written and signed documentation of the exemption by citing the specific applicable section of the state law upon which the exemption from MSDS provision is based.

## SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

3.1.1 Bids will be evaluated by the Procurement Department.

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

3.1.3 Bid may be disqualified if they are deemed to be non-responsive without notice. Any and all decisions regarding responsiveness are final and are not appealable. A bid may be deemed non-responsive for any of the following:

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

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

3.2 **AWARD:**

3.2.1 Section A; Paint, Varnish, Shellac, Thinner shall be awarded as a whole or in part; whichever is deemed to be in the best interest of the City.

**For items 5.1 through 5.6, Award will be made for both Standard Acceptable brands and Premium Acceptable brands of paint.**

**BIDDER MUST BID ALL LINE ITEMS LISTED AS STANDARD ACCEPTABLE BRANDS TO BE CONSIDERED FOR AWARD FOR STANDARD ACCEPTABLE BRANDS. STANDARD ACCEPTABLE BRANDS WILL BE AWARDED AS A WHOLE.**

**BIDDER MUST BID ALL LINE ITEMS LISTED AS PREMIUM ACCEPTABLE BRANDS TO BE CONSIDERED FOR AWARD FOR PREMIUM ACCEPTABLE BRANDS. PREMIUM ACCEPTABLE BRANDS WIILL BE AWARDED AS A WHOLE.**

Sections B) Airfield Paint; C) Industrial Paint etc.); D) Swimming Pool Paint and Supplies; E) Graffiti Removal Products shall be awarded as a Section: Bidder must bid all items in a Section in order to be eligible for award.

Section F: Miscellaneous Items shall be awarded as a whole to that responsive and responsible bidder whose total net cost to the City for all items in that Section is the lowest.

3.2.2 While the contract will be awarded to the lowest responsive and responsible bidder as otherwise provided in this Invitation and Bid, the City aspires to purchase articles manufactured in the City of Philadelphia or in the Commonwealth of Pennsylvania.

3.2.3 **EVALUATION AND AWARD**

In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the 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 the bid is awarded as a whole or by section, the local bid preference may be applicable. If the bid is awarded by line item, the local bid preference is not applicable.

Unless the Procurement Commissioner determines to waive the preference for the reasons stated in subsection 7b. of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the required information, shall be granted the applicable bid preference on competitive bid(s) awards that are awarded as a whole or by section.

3.2.4 **PERFORMANCE SECURITY AND PERFORMANCE BOND**

In this bid, Performance Security in the amount of $4,000.00 is required as outlined in paragraph 14 of "SS&E Terms and Conditions of Bidding and Contract".

Any applicable, performance security shall be required for any subsequent renewal periods.

3.2.5 **DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES AND SOLE SOURCE CONTRACTS.**

In accordance with Philadelphia Code Section 17-104 (2), 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 disclosure and/or any failure to comply with these requirements 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.

In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

(i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

(ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

(iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

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

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

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

3.2.7 Upon request of the buyer, apparent low bidder must submit the manufacturers' list price book in Adobe Acrobat PDF file or CD ROM to the buyer and to the addresses listed below. Bidder must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.

For all invoices submitted, successful bidder must agree that pricing can be verified in the price list(s) submitted. If, during the term of the contract, a using agency orders an item(s) that cannot be found on the manufacturer's price list, successful bidder must, at the time of the order placement:

- notify the using agency that the item cannot be found on the price list; and
- provide to the using agency and the Procurement Department written proof from the manufacturer of the list price of the item(s).

Successful bidder must submit copies of all amendments, updates, etc. to the submitted price list(s) to the following:

- If sending amendment, updates, etc in Adobe Acrobat PDF file, email to:
- If sending a CD ROM, mail to:

***Procurement Department, Price Desk***
Municipal Services Building, Room 150, 1401 J.F.K. Blvd
Phila., PA 19102
Attn: Price Desk

All amendments, updates, etc. must reference the appropriate bid number and contract number.

**Additional Addresses for Manufacturer's List Prices:**
(to be in the either Adobe Acrobat PDF file or CD ROM)

***Office of the Director of Finance***
Bureau of Accounts
Municipal Services Building, 13th floor, 1401 J.F.K. Blvd
Phila., PA 19102
Attn: Manager, Financial Verification & Accounting Section

***City Controller***
Municipal Services Building, 13th floor, 1401 J.F.K. Blvd
Phila., PA 19102
Attn: Examination Supervisor

***To any Using Agency from whom successful bidder receives a purchase order.***

## SECTION 4: CONTRACT MANAGEMENT

### 4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

4.1.1 City departments and/or agencies will be notified by the Procurement Department of award(s) and will be provided with name of successful bidder(s), successful bidder contact(s), and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to the Procurement Department. 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 product and/or service is needed. Such purchase orders will indicate whether if delivery is to be made upon receipt of order, or only after notification by the using department.

4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City makes all efforts to process invoices in a timely manner. Incomplete and/or inaccurate information may result in delays of invoice processing. Please make sure that invoices contain the following information to help the City process payments to the successful bidder as quickly as possible.

(a) After the delivery or services have been completed the successful bidder 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 both the purchase order number and the awarded 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; the item or type of service; and the price.

(e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

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

4.1.4 **ADD-ONS:**

The City reserves the right to add, delete, or change locations and/or acquire products/services that the successful bidder can supply that are similar to, but not specifically called for in this bid. The procedure for any such changes shall be as follows:

Procurement Department or the using department will obtain from the successful bidder 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.**

**FOR SECTION F MISCELLANEOUS**

The City reserves the right to add, delete, or change locations or to acquire other types of paint related items that the vendor can supply that are similar to, but not specifically called for in this bid.
If the items to be acquired are contained on the price list submitted by the vendor, but are not specifically listed on the bid, **NO LETTER IS REQUIRED.** The items will be paid for at the discount listed in Section 5.
If the items are not contained on the price list, the vendor must submit a letter on vendor's letterhead, listing the bid number, the period of the contract, the item(s), full description and the price to the City. The City, however, reserves the right to accept or reject the letter and to acquire the supplies or material in the open market. If the letter is accepted by the City, it will automatically become part of the vendor's contract.

4.1.5 **EXCLUSIONS**

4.1.5.1 The following items are excluded/prohibited from purchase under Section D: Miscellaneous, of this contract.

- Paint i.e. any type of interior and exterior
- finishes, primers, varnishes, thinners, shellacs (any item that may be obtained in Section A);
- Industrial Paints, Primers, Epoxy, etc. (any item that may be obtained in Section B);
- Ladders
- Line Stripers and Accessories

- Wasp and Hornet Sprays
- Wallcoverings
- Any class 400 items
- Any item covered under another section of this bid.
- Any item already on another City-wide contract.

4.2 **VENDOR RESPONSIBILITY:**

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

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

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

4.2.4 **DELIVERY:**
Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the using agency, delivery of product and/or service will be made within 30 days from date requested by using agency. BIDDER NOTE: In Section 5, specify delivery if other than 30 days.

4.2.4.1 **Liquidated Damages:**
Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.

4.2.5 In the event that the successful bidder receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:

(i) bring this to the immediate attention of the Procurement Department and
(ii) notify the ordering agency in writing and refuse to deliver.

4.2.6 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.

4.2.7 For delivery of products or equipment, successful bidder(s) shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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

Does product bid contain recycled content? YES ☐ NO ☐

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

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

Is your product shipped in returnable Containers? YES ☐ NO ☐

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

4.2.10 For all invoices submitted, successful bidder must agree that all pricing can be verified in the price lists submitted after award and on file in Finance Department, the Controller's Office and Procurement Department (see Section III above).

Successful bidder **must agree that all pricing can be verified in the price list(s) submitted after award as per Paragraph 3.2.7 above.** Successful bidder **must submit copies of all amendments, updates, etc. to the appropriate address listed in Paragraph 3.2.7 above.**

4.2.11 **Invoices/Receipts:**

4.2.11.1 Successful bidders shall submit timely invoices for services, supplies and/or equipment within 30 days. Vendors shall not invoice more than once a month.

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

4.2.11.3 Invoices should be sent in triplicate to each ordering department.

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

4.2.11.3.2 See also item 4.1.2 above.

4.2.12 **Payments to OEO Subcontractors**

The below paragraph applies to all Invitation and Bids containing OEO Participation Requirements:

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

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

Pursuant to Paragraph 19, Default and Termination, of the SS&E Terms and Conditions of Bidding and Contract, failure to comply with the City's payment reporting process may be considered an Event of Default.

4.2.13 **MINIMUM WAGE & BENEFITS AND PREVAILING WAGE**.
If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. Please see Paragraph 29, "MINIMUM WAGE & BENEFITS AND PREVAILING WAGE." of the SS&E Terms and Conditions of Bidding and Contract.

4.3 **PRICE INCREASE OR DECREASE (SECTION A THROUGH E):**

Contractor shall provide **Paint and Related Supplies** at the prices set forth in Section 5 for a period of twelve (12) months; thereafter, contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for an additional one (1) year period(s).

Contractor may increase prices for the three (3) renewal period(s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing.

In no event shall the increased prices exceed contractor's published charges for non-educational state and local governments on the effective date of the adjustment, under similar terms and conditions.

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.

**PRICE INCREASE OR DECREASE (SECTION F):**

Prices herein are subject to increase or decrease in the event of any price changes in the general or published price established by the Manufacturer. Discount from Manufacturer's price list (as quoted in Section 5) must remain firm for the life of this contract (and any applicable renewal option), with the following exception: discount may be increased by vendor at any time during the contract period, to include any applicable renewals. Notice of all such changes shall be given in writing to the Procurement Department, Department of Finance and the Controller. This notice must be accompanied by the notice from the Manufacturer to the vendor showing the price changes. City reserves the right to review the propriety of the price rise and cancel the contract at its discretion.

Vendor must give 60 days' notice of price increase, in writing, to the City. Notice shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract # and period of contract.

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.

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

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

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

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

**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).**

**SECTION 5: PRICING**

Bidder shall state firm pricing for items as listed below.

Prices quoted must not contain more than three (3) decimal places.

**Note: Paints submitted for bidding must be in compliance with all federal and state VOC regulations.**

**SECTION A - PAINT, VARNISH, SHELLAC, THINNER, ETC.**

Bidder shall submit with bid a detailed technical analysis of the product line offered. Failure to submit such information with bid may result in disqualification.

Latex, white and pale colors, black, medium tones, and deep tones. Bids are requested on second line paints with high solid contents. BIDDER SHALL QUOTE PRICE PER CAN REGARDLESS OF COLOR. All colors on manufacturers color chart shall be available at no additional cost to the City. Colors will be chosen from the successful bidder's standard line.

**SECTION A WILL BE AWARDED AS A WHOLE OR IN PART; WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF THE CITY.**

Bidder to submit pricing for cans (CN), gallons (GA), pail (PA), bottle (BO), tubes (TB), and each (EA) as listed.

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|

**SECTION A**

5.1 PAINT, ALKYD, SEMI-GLOSS

**Standard Acceptable brands:**
MAB Fresh Kote
Sherwin Williams Industrial Enamel Oil High-Gloss
Benjamin Moore Moorcraft 271
Pittsburgh Paints Speed Hide Pro EV
General Coatings Alkyd Semi-Gloss
Penn Valley Paint 195

5.1.1 **30580 002**
5 gallon can 140 CN $_____ $_____

STATE BRAND OFFERED: _____

5.1.2 **30580 032**
1 gallon can 188 CN $_____ $_____

STATE BRAND OFFERED: _____

5.2 PAINT, ALKYD, GLOSS, HOUSE AND TRIM

**Standard Acceptable brands:**
MAB Fresh Kote
Sherwin Williams SWP Oil Paint or Industrial Enamel B54 Series
Pittsburgh Paints Speed Hide Pro EV
General Coatings Alkyd Exterior House Paint

5.2.1 **30580 003**
5 gallon can 70 CN $_____ $_____

STATE BRAND OFFERED: _____

5.2.2 **30580 033**
1 gallon can 740 CN $_____ $_____

STATE BRAND OFFERED: _____

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.3 | PAINT, LATEX BASE, EXTERIOR, FLAT | | | | |

**Standard Acceptable brands:**
Glidden Spred 3600 Series
Sherwin Williams A-100 Latex Flat House or Weather Perfect
Benjamin Moore Flat House Paint
General Coatings Professional Acrylic Exterior

| | | | | | |
|---|---|---|---|---|---|
| 5.3.1 | **30580 004**<br>5 gallon can | 2400 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.3.2 | **30580 034**<br>1 gallon can | 110 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

**Premium Acceptable brands**
MAB Seashore
Duron Weathershield
Sherwin Williams Super Paint
Pittsburgh Paints SunProof
Coronado Crylicote Gold

| | | | | | |
|---|---|---|---|---|---|
| 5.3.3 | **30580 179**<br>5 gallon can | 140 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.3.4 | **30580 180**<br>1 gallon can | 8 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.4 | PAINT, LATEX BASE, INTERIOR, FLAT | | | | |

**Standard Acceptable brands:**
Duron Plastic Kote Series
Sherwin Williams Pro Mar 400 Latex Flat
Pittsburgh Paints Speed Hide Pro EV
General Coatings, Professional Latex Flat
Penn Valley Paint 758

| | | | | | |
|---|---|---|---|---|---|
| 5.4.1 | **30580 005**<br>5 gallon cans | 110 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.4.2 | **30580 006**<br>1 gallon can | 10 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

**Premium Acceptable brands:**
Duron Plastic-kote
Sherwin Williams Super Paint
Benjamin Moore Regal Wall Satin
Pittsburgh Paints Manor Hall
Coronado Tough Walls

| | | | | | |
|---|---|---|---|---|---|
| 5.4.3 | **30580 181**<br>5 gallon can | 245 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.4.4 | **30580 182**<br>1 gallon can | 1210 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.5 | PAINT, LATEX BASE, SEMI-GLOSS | | | | |

**Standard Acceptable brands:**
Glidden Ultra Hide 1416 Series
Duron Plastic Kote Series
Sherwin Williams Pro Mar 400 Latex Semi-Gloss
Pittsburgh Paints Speed Hide Pro EV
General Coatings, Professional Latex Semi-Gloss
Penn Valley Paint 897

| | | | | | |
|---|---|---|---|---|---|
| 5.5.1 | **30580 007**<br>5 gallon can | 11,605 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.5.2 | **30580 035**<br>1 gallon can | 90 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

**Premium Acceptable brands:**

MAB Rich Lux
Duron Plastic-kote
Sherwin Williams Super Paint
Benjamin Moore Regal Classic Premium N33
Pittsburgh Paints Manor Hall
Coronado Tough Walls

| | | | | | |
|---|---|---|---|---|---|
| 5.5.3 | **30580 183**<br>5 gallon can | 200 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.5.4 | **30580 184**<br>1 gallon can | 115 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|

5.6 PAINT, LATEX BASE, LOW LUSTRE

**Standard Acceptable brands**
MAB Fresh Kote
Duron Eggshell
Sherwin Williams Pro Mar 400 Latex Egg Shell
Benjamin Moore Regal Classic Premium N319
Pittsburgh Paints Speed Hide Pro EV
General Coatings Professional Latex Velvet Finish
Coronado Supreme

5.6.1 **30580 008**
5 gallon can

| | | | |
|---|---|---|---|
| 80 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

5.6.2 **30580 036**
1 gallon can

| | | | |
|---|---|---|---|
| 145 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

**Premium Acceptable brands:**
Duron Plastic-kote
Sherwin Williams Super Paint
Benjamin Moore Aqua Velvet
Pittsburgh Paints Manor Hall
Coronado Tough Walls

5.6.3 **30580 185**
5 gallon can

| | | | |
|---|---|---|---|
| 185 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

5.6.4 **30580-186**
1 gallon can

| | | | |
|---|---|---|---|
| 185 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|

5.7 PAINT, RUST RESISTING,

**Acceptable brands**
MAB Rustolastic
Benjamin Moore P-22
Pittsburgh Paints 7 Series
Coronado Toughshield
Sherwin Williams B-54 Series

**30580 009**
1 gallon can 415 CN $_____ $_____

STATE BRAND OFFERED: _____

5.8 LATEX BASE, INTERIOR, FLAT. LOW ODOR, NO VOC.

5.8.1 **30580 005 000**
5 Gallon can
5 CN $_____ $_____

5.8.2 **30580 005 000 00**
1 Gallon can
15 CN $_____ $_____

STATE BRAND OFFERED: _____

5.9 LATEX BASE, INTERIOR, SEMI-GLOSS. LOW ODOR, NO VOC.

5.9.1 **30580 007 001**
5 Gallon can
40 CN $_____ $_____

5.9.2 **30580 007 001 00**
1 Gallon can
45 CN $_____ $_____

STATE BRAND OFFERED: _____

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|
| 5.10 **30580 052**<br>Paint, patio and deck enamel; medium gloss latex finish for interior/exterior wood, concrete patios, porches basement floors and garages. Weather and wear resistant. Sherwin Williams B90 Series Line for ref. | 45 | GA | $_____ | $_____ |
| STATE BRAND OFFERED: _____ | | | | |
| 5.11 **30580 101 005**<br>Shellac, white, 5 lb. alcohol; 1 gallon can | 1 | CN | $_____ | $_____ |
| STATE BRAND OFFERED: _____ | | | | |
| 5.12 **30580 101 006**<br>Shellac, white, 3 lb., alcohol; 1 gallon can | 15 | CN | $_____ | $_____ |
| STATE BRAND OFFERED: _____ | | | | |
| 5.13 **30580 101 008**<br>Shellac, orange, 3 lb, alcohol; 1 gallon can | 15 | CN | $_____ | $_____ |
| STATE BRAND OFFERED: _____ | | | | |
| 5.14 **30580 104 027**<br>Thinner, mineral spirits, 5 gallon can | 90 | CN | $_____ | $_____ |
| STATE BRAND OFFERED: _____ | | | | |

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.15 | **30580 104 028**<br>Thinner mineral spirits, 1 gallon can | 72 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED:_____ | | | | |
| 5.16 | **30580 104 003**<br>Thinner, lacquer (cellulose nitrate); 5 gallon can | 2 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.17 | **30580 104 012**<br>Thinner, lacquer (cellulose nitrate); 1 gallon can | 30 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.18 | **30580 105 001**<br>Paint Remover for paint and varnish, organic solvent type, non-flammable, high viscosity; 1 gallon can | 70 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.19 | **30580 105 002**<br>Paint remover, gel, 1 gallon Can. Zip Strip for reference | 2 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.20 | ALCOHOL, PROPRIETARY, SOLVENT | | | | |
| 5.20.1 | **30580 106 001**<br>5 gallon | 2 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.20.2 | **30580 106 002**<br>1 gallon | 25 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

5.21 PRIMER, EXTERIOR, SEALER, WATER BASE

**Acceptable brands –**
MAB Seashore
Duron T-2
Benjamin & Moore Fresh Start
Pittsburgh Paints Seal & Grip
Coronado Grip & Seal
Sherwin Williams Pro Block Primer

| | | | | |
|---|---|---|---|---|
| **30580 107 001**<br>5 gallon can | 220 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

5.22 PRIMER, PAINT, SEALER; FOR NEW AND OLD WALLS

**Acceptable brands:**
Sherwin Williams Pro-Block
Benjamin Moore Fresh Start
Duron 04
Coronado Grip & Seal

| | | | | |
|---|---|---|---|---|
| **30580 107 002**<br>5 gallon can | 145 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | | | | |
|---|---|---|---|---|---|
| 5.23 | **30580 107 004**<br>Sanding sealer, oil based<br>1 gallon can. McCloskey oil based sanding sealer for ref. | 2 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.24 | STAIN OIL-BASED WITH SEALER VARIOUS SHADES MIN WAX, BEHR, MCCLOSKEY FOR REF. | | | | |
| 5.24.1 | **30580 050 000**<br>1 gallon can | 20 | CN | $_____ | $_____ |
| 5.24.2 | **30580 050 001**<br>1 quart can | 20 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.25 | STAIN, WATER BASED VARIOUS SHADES | | | | |
| 5.25.1 | **30580 050 002**<br>1 gallon can | 2 | CN | $_____ | $_____ |
| 5.25.2 | **30580 050 003**<br>1 quart can | 3 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.26 | STAIN, OIL BASED WITHOUT SEALER VARIOUS SHADES | | | | |
| 5.26.1 | **30580 050 004**<br>1 gallon can | 45 | CN | $_____ | $_____ |
| 5.26.2 | **30580 050 005**<br>1 quart can | 40 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.27 | WATER BASED LATEX URETHANE<br>Wood Classics for reference | | | | |
| 5.27.1 | **30580 050 006**<br>1 quart, satin finish | 3 | CN | $_____ | $_____ |
| 5.27.2 | **30580 050 007**<br>1 gallon, satin finish | 24 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.27.3 | **30580 050 008**<br>1 quart semi-gloss | 1 | CN | $_____ | $_____ |
| 5.27.4 | **30580 050 009**<br>1 gallon semi-gloss | 2 | CN | $_____ | $_____ |
| 5.27.5 | **30580 050 010**<br>1 quart high gloss | 24 | CN | $_____ | $_____ |
| 5.27.6 | **30580 050 011**<br>1 gallon high gloss | 8 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.28 | **30580 108 001**<br>Preservative, wood, clear and cedar; 1 gallon can; CWF (Clear Wood Finish) for reference. | 45 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|
| 5.29 **30580 108 002**<br>Preservative, wood, clear and cedar; 5 gallon can; CWF (Clear Wood Finish) for reference. | 20 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

5.30 STAIN SEALER, WATER BASED

**Acceptable brands:**
Sherwin Williams ProBlock
Pittsburgh Paints Seal & Grip
Benjamin Moore Fresh Start
Coronado Grip & Seal
Duron Terminator 2

| | | | | |
|---|---|---|---|---|
| **30580 107 100**<br>1 gallon can | 48 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

5.31 STAIN SEALER, OIL BASED

**Acceptable brands:**
Benjamin & Moore Fresh Start All Purpose Interior/Exterior Semi-Gloss Latex House and Trim
Pittsburgh Seal & Grip Synthetic Low Odor
Sherwin Williams Pro Block Oil Multipurpose Interior/Exterior Oil Primer
Coronado Cover – it
Duron Terminator 1

| | | | | |
|---|---|---|---|---|
| **30580 107 101**<br>1 gallon can | 80 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|
| 5.32 **30580 101 009**<br>Varnish, exterior use, Gloss<br>1 gallon can;<br>Marine or Spar. | 45 | CN | $_____ | $_____ |

STATE BRAND OFFERED:_____

5.33 SPEEDHIDE EXTERIOR SEMI-GLOSS LATEX HOUSE AND TRIM.

**Acceptable brands:**
MAB SeaShore
Benjamin & Moore Glo House & Trim Paint
Pittsburgh Paints Sun Proof
Sherwin Williams Super Paint
Coronado Supreme
Duron Weathershield

| | | | | |
|---|---|---|---|---|
| **30580 037**<br>5 gallon pail | 193 | PA | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | | | |
|---|---|---|---|---|
| 5.34 **30580 051**<br>Compound, glazing, 1 gallon can | 60 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | | | |
|---|---|---|---|---|
| 5.35 **30580 060**<br>TINTS: approximate 8 oz. tube | 65 | BO | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | | | |
|---|---|---|---|---|
| 5.36 **30580 062**<br>TINTS: 16 oz. bottle | 80 | BO | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|

**SECTION B – AIRFIELD PAINT**

5.37 AIRFIELD PAINT, SETFAST ACRYLIC
WATERBORNE TRAFFIC MARKING PAINT
Sherwin Williams for reference. Must meet Federal Spec TTP-1952F

| | | | | | |
|---|---|---|---|---|---|
| 5.37.1 | **30583 001 101**<br>Yellow, (#TM227)<br>Product Code<br>#8000-52904 | 40 | GA | $_____ | $_____ |
| 5.37.2 | **30583 001 102**<br>White, (#TM226)<br>Product Code<br>#8000-01786 | 35 | GA | $_____ | $_____ |
| 5.37.3 | **30583 001 103**<br>White, (#TM2152)<br>Product Code<br>#8000-03204 | 6,000 | GA | $_____ | $_____ |
| 5.37.4 | **30583 001 104**<br>Yellow, (#TM2153)<br>Product Code<br>#8000-03212 | 4,500 | GA | $_____ | $_____ |

| | | | | | |
|---|---|---|---|---|---|
| 5.38 | **30583 001 056**<br>Paint, obliterating, black.<br>Airfield Marking Paint<br>(latex) conforms to Federal<br>Spec TT-P-1952E. Sherwin<br>Williams #TTP-1952D for ref. | 2530 | GA | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|

**SECTION C - INDUSTRIAL PAINTS**

**BIDDER MUST BID ALL ITEMS IN SECTION C; SECTION C WILL BE AWARDED AS A WHOLE.**

**INDUSTRIAL PRIMERS**

5.39 **30580 120**
Primer, Alkyd type, for use on ferrous metal surfaces; interior and exterior; tack free dry in 1 to 2 hours; 54% minimum volume solids; White, black, gray and red; 1 gallon can; Coronado M35-V140, Sherwin Williams and MAB for ref.

140 CN $_____ $_____

STATE BRAND OFFERED: _____

5.40 **30580 121**
Primer, water reducible acrylic for use on ferrous metals and galvanized metal surfaces; interior and exterior; 1 hour tack-free dry; 36% minimum volume solids; white, black, gray and colors; 1 gallon can; Coronado 36-11 and Sherwin Williams B66W1 for reference.

1 CN $_____ $_____

STATE BRAND OFFERED: _____

5.41 **30580 122**
Primer, Amine Adduct Cured Epoxy; for use on steel galvanized surfaces; must be corrosion, abrasion and chemical resistant; 1-2 hour tack-free dry; 40% minimum volume solids; white, black, gray and colors; 1 gallon can; Coronado V440 for reference.

1 CN $_____ $_____

STATE BRAND OFFERED: _____

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.42 | **30580 123**<br>Primer, Zinc rich; for use on ferrous metal surfaces (in hostile environments); 30 minute tack-free dry; 38% minimum volume solids; white, black, gray and colors; 1 gallon can; Coronado V170 or Sherwin Williams B69A45 for reference. | 1 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.43 | **30580 124**<br>Primer, universal alkyd; for use on ferrous metal, galvanized and non-ferrous metal surfaces; fast drying, rust inhibiting coating for use as a tie coat over existing paint that will accept top coats of oleoresinous systems; white, black, gray and red; 1 gallon can; KEM BOND PRIMER for reference. | 30 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.44 | **30580 107 003**<br>Latex Block filler 5 gallon can. Duron Block Kote for ref. | 8 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.45 | **30580 118 000**<br>Electro static paint, 1 gallon can Sherwin Williams for Ref. | 20 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|
| 5.46 **30580 119 000**<br>Paint, Alkyd, High Gloss, Super Dampwall<br>Sherwin Williams #SE-0410 for reference. | 24 | GA | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | | | |
|---|---|---|---|---|
| 5.47 **30580 111 000**<br>Primer, Acrylic. Rust Inhibitive.<br>1 Gallon. Can be used as a primer under<br>Water-based or solvent based<br>Sherwin Williams ProCryl for reference. | 115 | GA | $_____ | $_____ |

STATE BRAND OFFERED: _____

**INDUSTRIAL ENAMELS**

| | | | | |
|---|---|---|---|---|
| 5.48 **30580 156**<br>Enamel, Interior & Exterior semi-gloss urethane alkyd direct to metal primer-finish coat. For ferrous metal surfaces, trim, floors and equipment. 1 to 2 hour tack-free dry (Metal, wood, masonry, drywall surfaces) 44% minimum volume solids; white, black and colors; 1 gallon can; Coronado M13 and S&W B55, for reference. | 115 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.49 | **30580 157**<br>Enamel, Interior & Exterior gloss urethane alkyd enamel for use on floors, equipment, machinery or above water marine applications. 1 to 2 hour tack-free dry. (metal, wood, masonry, drywall surfaces). 43% minimum volume solids. White, black and colors; 1 gallon can; Coronado V200 and S&W B54, for reference. | 75 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.50 | **30580 158**<br>Enamel, Alkyd moisture bonding enamel for damp ferrous metal or concrete surfaces, for use in water treatment plants. (Steel, Concrete, Iron, Drywall Surfaces) l hour tack-free dry. 44% minimum volume solids; white, black and colors; 1 gallon can; S&W B52 W-1 for reference. | 20 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.51 | **30580 129**<br>Enamel, linseed oil/Alkyd aluminum paint; for use on wood metal drywall, concrete, brick and masonry surfaces; interior/ exterior; 2-4 hr. Tack-free dry; 1 gallon can; 42% minimum volume solids; white, black or colors; Coronado 55-145 for reference. | 55 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.52 | Enamel, acrylic direct to metal semi-gloss enamel; for use on steel, galvanized metal, concrete, masonry, plaster, drywall, primed wood surfaces; interior/exterior; must be rust inhibitive; 30 minute tack-free dry; 40% minimum volume solids; white, black and colors; Coronado V110, S&W B66, for reference. | | | | |
| 5.52.1 | **30580 187**<br>5 gallon can | 15 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.52.2 | **30580 188**<br>1 gallon can | 95 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.53 | Enamel, acrylic direct to metal gloss enamel; for use on steel, galvanized metal, concrete, masonry, plaster, drywall, primed wood surfaces; interior/exterior; must be rust inhibitive; 30 minute tack-free dry; 40% minimum volume solids; white, black and colors; Coronado V110, Pittsburg 90-374, S&W B66 for reference. | | | | |
| | STATE BRAND OFFERED: _____ | | | | |
| 5.53.1 | **30580 189**<br>5 gallon can | 35 | CN | $_____ | $_____ |
| | STATE BRAND OFFERED: _____ | | | | |

| | | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.53.2 | **30580 190**<br>1 gallon can | 125 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

**EPOXY COATINGS:**

| | | | | | |
|---|---|---|---|---|---|
| 5.54 | **30580 191**<br>Epoxy, coal tar; for use on steel, iron, concrete surfaces; 1 gallon can; 2 hour tack-free dry, 6 hour pot life; 70% minimum volume solids; 4 to 1 mix ratio; Coronado V157, Pittsburgh 97-640 and S&W B69-85 for ref. | 5 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | | | | |
|---|---|---|---|---|---|
| 5.55 | **30580 192**<br>Epoxy, polyamide, 2 component; for use on steel, galvanized metal, concrete, wood and fiberglass surfaces; 1 to 1 mix ratio; 1 hour tack-free dry, 8 hour pot life; 1 gallon can; 51% minimum volume solids after mixing components; white and colors; Coronado V400, for reference. | 20 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|
| 5.56 **30580 193**<br>Epoxy, polyamide epoxy mastic; for use on steel, iron and concrete surfaces; 1 to 1 mix ratio; used as a self-priming coating that wets through and penetrates tight adhering rust; must provide corrosion and impact resistance; 2-4 hour tack-free dry, 2-4 hour pot life; 84% minimum volume solids; white and colors; 1 gallon can; Coronado V-160, S&W B58, Pittsburgh 97-148 for reference. | 10 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

5.57 Epoxy, aliphatic acrylic urethane; for use on steel, aluminum, galvanized metal and concrete surfaces; 3 to 1 mix ratio; must be chemical and abrasion resistant; 1 hour tack-free dry, 4-6 hour pot life; 43% minimum volume solids; white and colors; Coronado 827 and S&W B65 for reference.

| | | | | |
|---|---|---|---|---|
| 5.57.1 **30580 194**<br>5 gallon can | 1 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | | | |
|---|---|---|---|---|
| 5.57.2 **30580 195**<br>1 gallon can | 1 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|
| 5.58 **30580 196**<br>Epoxy, water based amine adduct cured; for use on wood, metal and concrete surfaces; 7 to 1 mix ratio; 1-2 hour tack-free dry; 1 gallon can 45% minimum volume solids; white and colors; Coronado V440, Pittsburgh 98 Series for ref. | 20 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | | | |
|---|---|---|---|---|
| 5.59 **30580 144**<br>Epoxy, 100% solids; for use on concrete floors; 1.8 to 1 mix ratio; clear and colors; 15 to 20 mil build per coat; 2 gallon can; Coronado 143 series, Sherwin Williams and Benjamin Moore for reference. | 10 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

5.60 Epoxy, high build edge retentive used in ballast tanks oil tanks, and refined fuel tanks. meets MIL-PRF-23236, Type VII, Class 5,7,9 and 11, Grade C (standard hardener only) 4:1 Mix. Sherwin Williams Dura-Plate UHS coating for reference

| | | | | |
|---|---|---|---|---|
| 5.60.1 **30580 080 001**<br>(WITH AOP) S/N #B62W211 PART A, 5 GALLON CAN | 40 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | | | |
|---|---|---|---|---|
| 5.60.2 **30580 080 002**<br>S/N #B62W210 PART B | 10 | CN | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|

**HIGH PERFORMANCE EXTERIOR COATING:**

5.61 Coating, exterior, 100% acrylic high build elastomeric; for use on masonry, wood and metal surfaces; 2 mil wet, 10 mil dry minimum; 52% minimum volume solids; white and colors; Sherwin Williams Conflex for reference.

5.61.1 **30580 150**
5 gallon can

| 15 | CN | $_____ | $_____ |
|---|---|---|---|

STATE BRAND OFFERED: _____

5.61.2 **30580 151**
1 gallon can

| 50 | CN | $_____ | $_____ |
|---|---|---|---|

STATE BRAND OFFERED: _____

5.62 **30580-163**
Acrylic High Performance. Gloss.
Ambient cured, one component acrylic coating; moisture resistant;
Flash rust/early rust resistant Low odor; corrosion resistant; fast dry.
1 gallon. Sherwin Williams Shercryl for reference.

| 250 | GA | $_____ | $_____ |
|---|---|---|---|

STATE BRAND OFFERED: _____

5.63 **30580 165**
1 part moisture cured micaceous iron oxide urethane aluminum primer finish.
Sherwin Williams Corothane Mio Aluminum for ref.

| 120 | GA | $_____ | $_____ |
|---|---|---|---|

STATE BRAND OFFERED: _____

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|

**SECTION D - SWIMMING POOL PAINTS AND SUPPLIES**

**BIDDER MUST BID ALL ITEMS IN SECTION D; SECTION D WILL BE AWARDED AS A WHOLE.**

BIDDER TO SUBMIT PRICING FOR CANS (CN), CONTAINERS (CH) AND BOTTLES (BO).

**PAINTS AND THINNERS:**

5.64 **30580 104 007**
Thinner, for swimming pool paint; aromatic hydrocarbon solvent; petroleum distillate; 5 gallon can; Ramuc Xylol for reference. 5 CN $_____ $_____

STATE BRAND OFFERED: _____

5.65 **30580 024 030**
Graffiti remover; gel, biodegradable, removes paint, ink, dyes, shoe polish, crayon & other graffiti stains; for use on metal, brick, glass, wood and stone; 1 gallon; Smith Adhesives Graffiti Blaster # 72001.
150 PA $_____ $_____

STATE BRAND OFFERED: _____

**SECTION E - GRAFFITI: REMOVAL PRODUCTS**

5.66 **30580 024 031**
Graffiti Remover; gel, biodegradable; Removes paint, ink, dyes, crayon, shoe polish and other graffiti stains; for use on metal, brick, glass, wood and stone; 5 gallon container; Dumond Wipe Out Graffiti Remover for reference.
20 CH $_____ $_____

STATE BRAND OFFERED: _____

| | Estimated Quantities | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|
| 5.67 **30580 024 035**<br>Non Stick Anti-graffiti Protective Coating; biodegradable; solids: 32% +/- 1%; for use on tile, brick, concrete, metal, marble, wood, slate, paint, etc; 5 gallon container; Sherwin Williams #B97 Series for reference | 20 | CH | $_____ | $_____ |

STATE BRAND OFFERED: _____

| | | | | |
|---|---|---|---|---|
| 5.68 **30580 024 039**<br>Graffiti Remover; removes graffiti from all surfaces protected with graffiti block; biodegradable; solids: 32% +/- 1%; works on all types of painted and unpainted surfaces such as brick, concrete, cinder block, metal, wood, etc.; quart spray bottle; Dumond All Purpose Remover for reference. | 170 | BO | $_____ | $_____ |

STATE BRAND OFFERED: _____

5.69 **SECTION F -** MISCELLANEOUS **- 30580 025**

**Discount MUST remain firm for the life of this contract, although list may be updated in the event of price changes in the published price lists established by the Manufacturer.**

**Discount will remain firm for the entire period of the contract to include any subsequent renewal and/or extension period(s). Manufacturer Price Lists may be updated only in the event the Manufacturer published new national price lists.**

**ESTIMATED EXPENDITURES**.....**$240,000.00**

**DATE OF LIST PRICE:** _____

**STATE PRICE LIST QUOTING FROM:** _____

| | | ESTIMATED QUANITIES | UNIT | LIST PRICE EACH | NET PRICE EACH | LIST PRICE TOTAL | NET PRICE TOTAL |
|---|---|---|---|---|---|---|---|
| 5.69.1 | Drop cloth, painter's, min. 10-11 oz. heavy-weight canvas without Grommets, Size: 9 ft. x 12 ft. Mutual Drop Cloth Co. for ref. | 44 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.2 | Tarpaulin, duck, treated, reinforced corners, reinforced rope in hem, grommets and tie ropes on approximately 35 inch centers; 15 oz.; Size: 15 ft. x 20 ft. | 6 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.3 | Pot, Paint, Paper; Size: 5 quart | 36 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.4 | Tray, Paint, Roller, Metal; Size: 9" | 12 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |

| | | ESTIMATED QUANITIES | UNIT | LIST PRICE EACH | NET PRICE EACH | LIST PRICE TOTAL | NET PRICE TOTAL |
|---|---|---|---|---|---|---|---|
| 5.69.5 | Tape, masking, creped, 60 yard roll; Size: 3/4", 3M General Purpose #2020-75 for ref. | 25 | RL | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.6 | Tape, masking, creped, 60 yard roll; Size: 1-1/2", 3M General Purpose 2020-1.5 for ref. | 125 | RL | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.7 | Tape, masking, creped, 60 yard roll; Size: 3", 3M General Purpose 2020-3 for ref. | 24 | RL | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.8 | Self-cleaning tips for Spray Gun, Sizes 019-0127, to be used with E.H. 433 FT; Hydra Spray Unit. | 15 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |

| | | ESTIMATED QUANITIES | UNIT | LIST PRICE EACH | NET PRICE EACH | LIST PRICE TOTAL | NET PRICE TOTAL |
|---|---|---|---|---|---|---|---|
| 5.69.9 | Filter Screens for Hydra Spray Unit. | 6 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.10 | Paint Roller Handles; Angle 9" | 36 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.11 | Paint Roller Handles; Angle 18" | 145 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.12 | Poles, Extension, telescopic, adjustable, aluminum; Size: 4 ft. to 8 ft. | 22 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |

| | | ESTIMATED QUANITIES | UNIT | LIST PRICE EACH | NET PRICE EACH | LIST PRICE TOTAL | NET PRICE TOTAL |
|---|---|---|---|---|---|---|---|
| 5.69.13 | Poles, Extension, telescopic, adjustable, aluminum; size: 8 ft. to 16 ft. | 15 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.14 | Knife, utility with locking blade toptrigger; Warner Manufacturing No. 366 for reference. | 75 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.15 | Cover, Roller, Paint, 9" x 1" nap; Wooster Manufacturing No. GW100 for reference. | 300 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.16 | Cover, Roller, Paint, 3"; 2/pkg., Wooster Manufacturing No. R105 for reference. | 100 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |

| | | ESTIMATED QUANITIES | UNIT | LIST PRICE EACH | NET PRICE EACH | LIST PRICE TOTAL | NET PRICE TOTAL |
|---|---|---|---|---|---|---|---|
| 5. 69.17 | Frame, Roller, Paint, 9"; heavy-duty; Wooster Manufacturing No. R016 for reference. | 300 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5. 69.18 | Quart Metal Paint Pot Sherwin Williams Manufacturing for reference. | 36 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5. 69.19 | Knife, putty, 6", Softgrip flexible, with steel head, Warner Manufacturing No. 90126 for reference. | 24 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5. 69.20 | Hooks, Pail, pot, for hanging gallon cans from ladders; Hyde Manufacturing for reference. | 24 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |

| | | ESTIMATED QUANITIES | UNIT | LIST PRICE EACH | NET PRICE EACH | LIST PRICE TOTAL | NET PRICE TOTAL |
|---|---|---|---|---|---|---|---|
| 5.69.21 | Cutter, glass with swivel head; Fletcher Model 01-701 for reference. | 6 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.22 | Brush, paint, fitch, natural undyed black china hog bristles. 1 ½", 2 3/8" trim metal corrosion resistant ferrule; | 75 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.23 | Brush, paint, fitch; natural undyed black china hog bristles, 2" x 2 3/8" trim, metal corrosion resistant ferrule; hardwood, black lacquer handle; all chisel trimmed. | 36 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |
| 5.69.24 | Brush, paint, wall; nylon/polyester, 3"; nylon/sable polyester (Gold and White) filament; black shurgrip handle, square rust resistant steel ferrule. | 155 | EA | $_____ | $_____ | $_____ | $_____ |
| | Price List Quoting From:_____ | | | | | | |
| | State Effective Date of Price List:_____ | | | | | | |

| | ESTIMATED QUANITIES | UNIT | LIST PRICE EACH | NET PRICE EACH | LIST PRICE TOTAL | NET PRICE TOTAL |
|---|---|---|---|---|---|---|
| 5.69.25 Paint, Spray, Caution, White Marking , Inverted Tip, Size: 15 oz. Aerosol can, VOC Compliant, Rustoleum Hard Hat Brand only, (for use with Rustoleum Marking Wand #2393); Rustoleum Part No. V2342 **(Substitutes will not be accepted).** | 50 | EA | $_____ | $_____ | $_____ | $_____ |
| Price List Quoting From:_____ | | | | | | |
| State Effective Date of Price List:_____ | | | | | | |
| 5.69.26 Paint, Spray, White Striping, Inverted Tip, Size: 17 oz. Aerosol can, VOC compliant, Rustoleum Hard Hat Brand only, (for use with Rustoleum Brand Striping Machine #2395). Rustoleum Part No. 2391 (**Substitutes will not be accepted).** | 130 | EA | $_____ | $_____ | $_____ | $_____ |
| Price List Quoting From:_____ | | | | | | |
| State Effective Date of Price List:_____ | | | | | | |
| 5.69.27 15 OZ. AEROSOL INVERTED TIP MARKING PAINT (assorted colors: Yellow, Blue, White, etc) | 15 | CN | $_____ | $_____ | $_____ | $_____ |
| Price List Quoting From:_____ | | | | | | |
| State Effective Date of Price List:_____ | | | | | | |
| 5.69.28 PAINT, INVERTED TIP SPRAY, STRIPE/MARKING, 20 OZ. (ASSORTED COLORS: WHITE, PINK, SAFETY GREEN and YELLOW. DURON #20-646 FOR ref. | 960 | CN | $_____ | $_____ | $_____ | $_____ |
| Price List Quoting From:_____ | | | | | | |
| State Effective Date of Price List:_____ | | | | | | |

| | | ESTIMATED QUANITIES | UNIT | LIST PRICE EACH | NET PRICE EACH | LIST PRICE TOTAL | NET PRICE TOTAL |
|---|---|---|---|---|---|---|---|
| 5.69.29 | Paint, RUST-O-LEUM, 20 OZ - 15 NET FILL. 6/CASE. AERSOL. (Assorted colors: white, black, chestnut brown, yellow, safety blue, safety orange and safety red) | 120 | CN | $_____ | $_____ | $_____ | $_____ |

Price List Quoting From:_____

State Effective Date of Price List:_____

**TOTAL** **$_____** **$_____**

**Difference (List Price Total –Net Price Total):** **$_____**

**Discount (Difference Divided by List Price Total):** _____%

**BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).**

**TYPE OF TRANSPORT:** _____

**BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS:** _____

**0 DAYS:** _____

**ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**

***Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises*** [1]

**DEPARTMENT OF COMMERCE**

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

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

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

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

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

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

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

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

Under the authority of Executive 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").

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

| | | | |
|---|---|---|---|
| MBE | 5% | to | 10% |
| | AND/OR | | |
| WBE | 5% | to | 10% |
| DSBE | 0% | to | 0% |

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

**Bidder hereby verifies that all forms, information and documentation submitted to OEO are true and correct and is notified that the submission of false information by bidder is subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least $1,000 and a term of imprisonment of not more than two years. Bidder also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this Bid, bidder fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.**

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

## A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency[2] and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

2. No bidder that seeks to meet the participation range(s) for participation by entering into a subcontract with any M/W/DSBE participant shall be considered to meet the range(s) if the M/W/DSBE participant does not perform a commercially useful function ("CUF"). An M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the Bid Specification) which is worthy of the dollar amount of the M/W/DSBE Subcontract and the M/W/DSBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the work of the Subcontract with its own employees. For suppliers, an M/W/DSBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a bid by bid basis as informed by prevailing industry standards and the M/W/DSBE's NAIC codes. Participation that is not commercially useful will not be counted.

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

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

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

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[2]Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO. Applicant is strongly encouraged to search the Pennsylvania Unified Certification Program ("PaUCP") Directory which offers a robust listing of DBEs; the PaUCP Directory is found at www.paucp.com.

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

**B. RESPONSIVENESS**

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

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

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

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

3. If bidder does not fully meet each of the range(s) for participation established for this Bid, bidder must demonstrate that it exercised Best and Good Faith Efforts to achieve the M/W/DSBE participation ranges along with a written request, on its letterhead, for the reduction of part or all of the M/W/DSBE participation ranges ("Request For Reduction/Waiver"). Bidder, through the submission of documentary evidence must show that bidder took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges.

Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive; the City, at its sole discretion, may allow bidders to submit or amend their submission at any time prior to award which may result in revision to bidder's participation commitments. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.

- Provide list of all certification directories used to solicit participation for this Bid.

- Provide any additional evidence pertinent to Bidder's conduct relating to this Bid including sufficient evidence which demonstrates to the OEO that Bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Bidder's efforts to achieve participation within the ranges, Bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

The bidder's documentary evidence will be reviewed by the OEO to determine whether bidder exercised Best and Good Faith Efforts in response to the participation ranges. **Bidder's expressed desire to self-perform work with its own employees will not excuse bidder from exercising Best and Good Faith Efforts to include M/W/DSBEs in its bid and cannot be used as a basis for requesting a reduction or waiver of the participation ranges**. OEO's review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.

- Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

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

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

- If the bid is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO shall be final.

## C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful bidder is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the work and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to, substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

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

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 03-12 or by reason of any contract resulting from the Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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

## D. ACCESS TO INFORMATION

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

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

## E. RECORDS AND REPORTS

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

## F. REMEDIES

1. The successful applicant's compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

   - Debar successful bidder from bidding on and/or participating in any future contracts for a maximum period of three (3) years.

   - Withhold from the contract payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall be collected and considered not as a penalty but as liquidated damages for the successful bidder's failure to comply with the contract.

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

## DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

**Instructions**: As required by Section 17-104 of The Philadelphia Code entitled "Prerequisites to the Execution of City Contracts," Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

**Bidder's Name: _____Bid Number**:_____

Please check here if the requirements do not apply to bidder and attach explanation: ☐

**Disclosure of Women as Board Members and Executive Staff**

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

1. Current percentage of female executive officers in bidder's company: ☐

2. Current percentage of women on the executive board of the bidder's company: ☐

3. Current percentage of women on the full board of the bidder's company: ☐

**Aspirational Goals for Women as Board Members and Executive Staff**

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

1. Percentage goal for female executive officers in bidder's company: ☐

2. Percentage goal for women on the executive board of the bidder's company: ☐

3. Percentage goal of women on the full board of the bidder's company: ☐

**Identify Below Any Efforts to Achieve the Aforementioned Goals:**

---

_____ _____

Authorized Signature Date

_____

Print Name and Title

Revised 7.1.14

# BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES[1]

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

- ☐ Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.

- ☐ Bids and pricing must be in **ink or typed** and on City issued form(s). Faxed bids will not be accepted.

- ☐ The Invitation and Bid may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include **exhibits, drawings, attached specifications, attached documents, etc.** Applicable documents may be obtained by contacting Procurement Customer Service at bid.info@phila.gov.

- ☐ Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.

- ☐ If applicable, sign and return all addenda.

- ☐ All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening**.** Bids that are not in the bid box prior to the bid opening may be disqualified.

- ☐ It is the bidder's responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.

- ☐ All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.

- ☐ **Annual Bid Security Program Fee:** You must enroll and pay the non-refundable Annual Bid Security Program fee. Refer to Section 1 of the bid and Paragraph 2 of the SS&E Terms and Conditions of Bidding and Contract.

  > **2. BID SECURITY.**
  > All bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in order to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

- ☐ If you plan on submitting the completed registration form and non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia" with your bid, the form of payment **must** be in the form of a certified check, cashier's check, treasurer's check, bank money order, or United States postal money order made payable to the order of "City of Philadelphia." Cash, company checks or personal checks are not acceptable.

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

☐ **Bid Processing Fee:** Submit the non-refundable $25 bid processing fee as outlined in Paragraph 3 of the SS&E Terms and Conditions of Bidding and Contract.

> **3. BID PROCESSING FEE.**
> In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of $25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

☐ Submit performance security and/or performance bond as required in the Invitation and Bid, as outlined in Paragraphs 13 and 14 of the SS&E Terms and Conditions of Bidding and Contract.

☐ Do not combine any payment amounts. All payments should be individual and specific.

☐ **Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, 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.

> **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.

☐ **Bid Evaluation and Award:** If the bid is going to be awarded as a whole, you must bid on all items for the bid to be consider responsive. See Section 3 of the Invitation and Bid.

☐ If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.

☐ Do not submit any counter terms or conditions. **Your bid may be rejected**.

☐ Please double check all mathematical calculations for errors.

**If you have questions, please contact Procurement Customer Service at bid.info@phila.gov.**

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

Procurement Department
120 Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax
bid.info@phila.gov

Mary E. Stitt
Procurement Commissioner

**IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!**

## City of Philadelphia Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids
## Period of Coverage: July 1, 2015 – June 30, 2016

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] *are not* covered under the City's Annual Bid Security Program.)

Dear Vendor:

The City of Philadelphia announces the City's Annual Bid Security Program for fiscal year 2016. The Annual Bid Security Program continues to have a reduced non-refundable fee of **$100.00** and covers the time period from July 1, 2015 to June 30, 2016. Coverage begins from the date of enrollment and payment until June 30, 2016. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program**. All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2015 to June 30, 2016**, complete this registration form and return the form with the non-refundable fee of **$100.00** in the form of a company check, certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of "**The City of Philadelphia**". To clarify the precise use of the payment, enter the words "**Annual Bid Security Program FY2015**" on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of "Annual Bid Security Program FY2016" at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order**.**

For additional information or inquiries regarding this program, please contact Procurement Customer Service at bid.info@phila.gov.

Forward payment along with this registration form to:

**ANNUAL BID SECURITY PROGRAM FY2016**
Procurement Department
1401 JFK Boulevard, 170A
Philadelphia, PA 19102-1685

**Company Name:** _____

**Fed EIN/SSN:** _____

**Street Address:** _____

**City, State, Zip:** _____

**Contact Person:** _____ **E-mail Address:** _____

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

Make all payments to "The City of Philadelphia" in the amount of **$100.00**, for "**Annual Bid Security Program FY2016**".

☐**Certified Check** ☐**Cashier's Check** ☐**Treasurer's Check** ☐**Bank Money Order** ☐**USPS Money Order**

☐**Company Check (Only if Prior to Bid Opening)** **(NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED)**

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

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

# INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

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

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

**City of Philadelphia**
**Accounting Verification**
**Room 1340 Municipal Services Building**
**1401 J.F.K. Blvd.**
**Philadelphia, PA 19102**
**Phone: 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.**

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

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

Mary E. Stitt
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

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

**PROCUREMENT DEPARTMENT**
**Customer Service 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 Customer Service Unit of the Procurement Department will forward this information to you for a$**10.00 fee** for **each** bid number requested. **Company check or money order only, no personal checks or cash.** Please be advised that bid tabulations **are not available** by telephone or email. If you have any questions, please email bid.info@phila.gov.

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

**Enclose the following items:**

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

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

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

**BID RESULTS REQUEST FORM**

---

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

## 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 issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and 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 the bidder 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. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only response and it is in the best interest of the City to do so.

**2. BID SECURITY.**
In order to be eligible to bid, all bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed prior to bid opening to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

**3. BID PROCESSING FEE.**
In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of $25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

**4. SPECIFICATIONS.**
When a specification is issued in connection with the Invitation and Bid, no deviation 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 reference information concerning the style, type or kind of article and /or service desired. A bidder may offer an article, service and/or equipment, 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 supporting documentation) 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.

Any and all specifications issued in connection with the Invitation and Bid are deemed incorporated into and become part of the Contract.

**5. PATENTS.**
The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") 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 Paragraph 19 Default and Termination.

**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 local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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

## EVALUATION AND AWARD

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

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

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

**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 integrity, qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms 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. When applicable, unit pricing quoted will prevail in the event of any discrepancy(ies) between unit price and the extended amount. This same quoted unit price will be the determining factor in establishing applicable contract amount(s) and award(s).

**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 none or 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 as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

## CONTRACT EXECUTION AND CONFORMANCE

**13. CONTRACTS.**
Awards of contracts in amounts less than or equal to $32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner.

a. Awards of contracts in amounts greater than $32,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

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

ii. 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;

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

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

v. 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 (i-v) 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.**
When applicable, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City and in the amount specified in the Invitation and Bid.

**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 and for each renewal period. 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 or 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

i. Workers' Compensation – Statutory limits

ii. 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

iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

ii. Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; 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

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

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

Contractors providing only supplies and equipment to the City via Common Carrier are only required to maintain General Liability insurance, naming the City of Philadelphia, its officers, employees and agents as additional insureds.

**16**. **INDEMNIFICATION**.
All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, intentional acts, 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 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 and TERMINATION.**
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.

a. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

   i. Failure by Contractor to comply with any provision 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 "applicable law" as that term is defined in Paragraph 24.

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

   iii. 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.

   iv. 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 agents or indictment or charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.

   v. Failure by Contractor to comply with Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans," or the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned business enterprises.

   vi. 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 Paragraph 13 above.

   vii. 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.

b. 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 :

   i. 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.

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

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

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

**TAX MATTERS**

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

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

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

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

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

**23. TAX REQUIREMENTS.**
Any person or entity that 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.

a. 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:

   i. Business Income and Receipts Tax
   ii. Net Profits Tax
   iii. 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.**

The Contractor, in performance of the Contract shall comply with, and all goods, services, documents and other materials furnished under the Contract shall conform with, all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth of Pennsylvania and the United States of America("applicable law"). Applicable law shall include, without limitation, the specific laws referenced in paragraphs 25 through 31 herein and Chapter 17-1700 (Contractors are obligated to pay their subcontractors promptly after Contractor receives payment from the City) and Chapter 17-1800 (Contractor shall cooperate with the City in addressing its goal of securing employment for Returning Citizens). Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable law.

**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, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. 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, IRAN or SUDAN.**

Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan

Accountability and Divestment Act of 2007. 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, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

**28. DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES and SOLE SOURCE CONTRACTS.**

a. In accordance with Philadelphia Code Section 17-104 (2), 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 disclosure and/or any failure to comply with these requirements 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.

b. In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

   (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

   (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

   (iii) the intended efforts by the contractor to achieve the aspirational goals.

   This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

c. If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

**29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.**

a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be $10.88 per hour; on January 1, 2015, the minimum wage shall be $12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.* Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid. Accordingly, Contractor by submission of its Bid, acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City, at its request, all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.

b. The following services require the payment of prevailing wages and submission of certified payroll records under Philadelphia Code Section 17-107 for compensation that exceeds $200,000.: landscaping; building care and maintenance; custodial/janitorial housekeeping; security guard service; demolition; snow removal; stucco; roof capping; furniture moving; locking systems and repairs; mechanical/HVAC maintenance and repairs; elevators, escalators, and electrical maintenance and repair, and subcontracts of all or a portion of such contracts. In addition, building service contracts for compensation exceeding $100,000. are also subject to Section 17-107.

*The CPI Multiplier shall be calculated by the Director of Finance for bids issued on or after January 1 of each year by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI – U) All Items Index, Philadelphia, Pennsylvania, as of January of such year, by the most recently published CPI – U as of January 1, 2015.

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

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

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

32. **Protected Health Information.**

(a) The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA ("Covered Components"). The Covered Components of the City as of August 1, 2013 include: Ambulatory Health Services, a unit of the Philadelphia Department of Public Health ("PDPH"); the Office of Behavioral Health and Intellectual Disability Services; the Philadelphia Nursing Home (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Philadelphia Public Health Laboratory (a unit of PDPH). This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Paragraph 32.

(b) To the extent (1) this contract is awarded by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the contract is a Covered Component), and (2) Contractor is a "Business Associate" of the City, as defined in 45 CFR §160.103, Contractor shall comply with the City's Terms and Conditions Relating to Protected Health Information ("City PHI Terms") posted on the City's website (at http://mbec.phila.gov/procurement/forms/Terms%20Relating%20To%20PHI.pdf). The City PHI Terms are hereby incorporated in this Paragraph 32 as if fully set forth herein.

# SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted 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, the form of which may be "Renewal Letter" or an "Add-On Letter" as issued by the Procurement Department. 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 the bidder is an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed $32,000, date and sign the bid here, with the original signatures, in ink.**

**This _____day of_____20**

| | |
|---|---|
| **(Signature of Owner, Partner)** | **(Type or Print Name and Title)** |
| **(Business Name of Bidder)** | |
| **(Address, including Zip Code)** | **(Telephone Number, including Area Code)** |

**If the bidder 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 <u>not</u> 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)** |