

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)

Please list any MBEC Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

Disadvantaged Minority (M-BE), Women (W-BE), and Disabled (DS-BE) Owned Business Enterprises¹

Bid Number		Name of Bidder			
Primary Bidder	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>	N/A <input type="checkbox"/>	SBA <input type="checkbox"/>
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				

¹ M-BE/W-BE/DS-BES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: ROOT REMOVAL SERVICE FROM WASTE WATER SEWER LINES

1.2 CONTRACT TERM: Date of Award through One Year ("Initial Term"), with an option to renew for up to **Three(3)** additional **One(1)** year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 1.2.2, and failure to do so shall be an event of default pursuant to Section 16, Default, of the attached Terms and Conditions Of Bidding And Contract.

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

1.3 CONTRACT TYPE: REQUIREMENTS

1.3.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed.

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

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

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

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

- 1.4 METHODOLOGY OF ACQUISITION: **PURCHASE** only.

- 1.5 STATEMENT OF DIRECTION:

- 1.5.1 It is the intent of the City of Philadelphia to make an award for **ROOT REMOVAL SERVICE FROM WASTE WATER SEWER LINES** for the **Water** Department as specified herein during the contract period.

- 1.6 BID SECURITY

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

All bids submitted with a total greater than \$25,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Years 2007 (July 1, 2006 to June 30, 2008) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 8 of "Terms and Conditions of Bidding and Contract").

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

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Bids Opening July 1, 2006 through June 30, 2008

Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2006 - June 30, 2008)** by submitting a check in the amount of \$175.00 made payable to the City of Philadelphia. The check must be submitted, under separate cover, to the Bid Unit Supervisor. The check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order.

If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 8 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.7 BID INFORMATION:

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

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

1.8 BID SUBMISSION:

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

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

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

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

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

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- 1.8.6 In accordance with the City of Philadelphia's "Regulations Relating To Local Bidding Preferences For Procurement Contracts", this bid may be subject to a 5% local bid preference. **In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified at the time of the bid opening and should submit the Local Business Entity ("LBE") certification number as issued by the Procurement Department.**

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

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

LBE certification number _____

The Procurement Commissioner reserves the right to request this information as well as any additional or clarifying information at any time prior to award of the bid.

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.

- 1.8.7 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$25,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 17 of the "Terms and Conditions of Bidding and Contract".
- 1.8.8 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a **blank** "Minority Business Enterprise Council Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 02-05".

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1.8.9 If no M-BE, W-BE or DS-BE ranges are established for this Invitation and Bid, bidders are requested to complete the "Voluntary Participation and Commitment Form (Bid)" located after page 1 of the bid.

Completion of this form will not, in any way, impact the City's determination concerning bidder's responsiveness to the requirements of the bid and the award process. The information provided in the "Voluntary Participation and Commitment Form (Bid)" will be for the City's information.

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1.8.10 CONTACT PERSON:

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (____) _____ Ext.: _____

Fax No. (____) _____

E-mail address _____

Vendor's WEB address _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (____) _____ Ext.: _____

Fax No. (____) _____

E-mail address _____

Vendor's WEB address _____

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1.8.11 BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by calling (215) 686-4720 or 4721, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. Questions, whether written, phoned or faxed should be received no later than two (2) calendar days after the scheduled Mandatory Pre-Bid Meeting Referenced in Paragraph 1.10 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. Exceptions taken **DO NOT** obligate the City to change the specifications.

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

1.9 BIDDER QUALIFICATION:

1.9.1 The Contractor shall demonstrate a minimum of three (3) years direct experience in applying chemical root control agents to sewer lines. The Contractor must have performed at least three (3) other jobs similar in size and scope to the work specified in this contract. Any work performed by subcontractors for the Contractor will not be considered as direct experience.

1.9.2 The Contractor shall be licensed as a pesticide application business by the Pennsylvania Department of Agriculture, Federal Department of Transportation, and the United States Environmental Protection Agency (USEPA) **prior to the bid opening date.** The Contractors shall also provide the PWD with the name of the proposed chemical root control agent they intend to use along with its Pennsylvania Registration number. The Contractor employees performing work on this contract must be certified Pesticide Applicators licensed by the Pennsylvania Department of Agriculture.

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- 1.9.3 At least two (2) Contractor employees performing work on this contract must be certified in confined space entry. However, the Contractor shall not perform any confined space entries without prior approval by PWD. Copies of such certificates must be attached to this bid. Contractors who do not meet the experience and other qualifications specified herein shall not be considered for award of the contract. **Each bidder is required to submit with their bids the contractor qualification form and all the documentation required in it. This form is attached in Appendix B.**
- 1.9.4 In Addition, three separate work references are required by the PWD. A reference form is attached to this contract in Appendix B.
- 1.9.5 **All work shall be performed by Certified Pesticide Applicators licensed with the Pennsylvania Department of Agriculture.** Certified Pesticide Applicators, shall have a minimum three (3) years experience in performing the type of work specified. A minimum of three (3) Certified Pesticide Applicators that are registered with the Pennsylvania Department of Agriculture, prior to the bid, is required. License number for these three (3) applicators shall be submitted with the bid.

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1.10 MANDATORY PRE-BID MEETING

A MANDATORY PRE-BID MEETING for all interested parties will be held on **Friday, March 2, 2007** at 12:00 PM (NOON), in Room 170, Bid Room, at 1401 JFK Blvd. Philadelphia, PA 19102.

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

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

Please Note: In accordance with Paragraphs 2.3.2 and 2.3.4 of this Invitation and Bid:

At the time of the Mandatory Pre-Bid Meeting, Bidders are required to submit their proposed Composition of the Chemical Root Control Material and the necessary Documentation from an accredited research institution verifying that the effects of the proposed materials on Wastewater Treatment Facilities.

1.11 SITE INSPECTION

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

SECTION 2: SPECIFICATIONS

2.1 The successful bidder shall be required to provide the City of Philadelphia's **Water** Departments with **SEWER ROOT REMOVAL SERVICE** as specified in Sections 2 and 5 and Appendix A and B of this Invitation and Bid.

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GENERAL PURPOSE: The purpose of this contract is to provide services to apply a chemical root control agent to both combined and sanitary sewer segments, in order to kill the root growth present in the sewer lines owned by the Philadelphia Water Department (PWD) and to inhibit re-growth, without permanently damaging the vegetation producing the roots.

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

- 2.1.1 Bidders must be **licensed** with the Pennsylvania Department of Agriculture **by the bid submission date**. All Bidders must have a **minimum level of pesticide application experience**, (see Section 1.9 Bidder Qualifications), and employ **State Certified pesticide applicators** on the job site at all times.
- 2.1.2 The Contractor shall provide **Pollution and Liability Insurance**; in addition to all other insurance specified herein (See Section 3.2.6 Pollution and Liability Insurance).
- 2.1.3 The Contractor shall provide a **no root re-growth guarantee for a period of two (2) years** starting on the date of the treatment and ending two (2) years after the date of the treatment on all work specified herein as set forth below (see Section 2.7 Guarantee).
- 2.1.4 The Contractor is responsible for all **property damage** and for all clean up and restoration associated with any contract activities, chemical treatment or spill (see Section 2.2.7 - Restoration of Damage) while the sewer is being treated. The Contractor is also responsible for any damages caused by sewers that become choked due to the sewer root removal operation while the sewer is being treated.
- 2.1.5 The Contractor **shall comply with all Federal, State and Local Laws**, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers. The contractor's Federal Department of Transportation (D.O.T) permit number and the United States Environmental Protection Agency (U.S.E.P.A.) registration number for the chemicals that shall be used on the sites designated in this contract must accompany this bid (See Section 1.9 Bidder Qualifications).

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2.2 GENERAL REQUIREMENTS

- 2.2.1 The Contractor must **coordinate** sewer root removal activities with private, industrial, and commercial property owners located in drainage-right-of-ways (DRWs) to minimize any negative impacts of the root removal activities.
The Contractor shall comply with any and all reasonable requirements established by property owners as determined by the PWD. To the extent possible, the PWD will assist the Contractor in obtaining access to private properties where sewer root removal operations may be performed. The PWD will also assist the contractor in locating and exposing buried manholes if needed to complete the work.
- 2.2.2 The Contractor **shall obtain and maintain**, at its sole cost and expense, all permits, certificates of authority, approvals and inspections required by federal, state, and local supervisory agencies for the performance of the work, See Sections 2.2.10 and 1.9.
- 2.2.3 The Contractor shall **secure** storage area, if needed, of a size adequate to accommodate the required equipment and vehicles for the period of performance of the agreement.
- 2.2.4 The Contractor shall **prepare** a HEALTH AND SAFETY PLAN (HASP) in compliance with OSHA and NIOSH requirements as described in Section 2.3.3 - "Health and Safety".
- 2.2.5 The Contractor shall **perform** Traffic Control by the use of barricades, warning signs, lights, and flag persons, as required to ensure the safety and protection of the workers and the public. The Contractor may address traffic control in the Health and Safety Plan (HASP). The Contractor may be required to coordinate street activities/closures with the local Police district.
- 2.2.6 The Contractor shall **provide** EQUIPMENT AND MANPOWER necessary to complete the work as described in these specifications. In addition, the crew shall be required to wear uniforms, approved by the PWD and paid for by the Contractor. The crew shall maintain a professional personal appearance, and interact with the public in a professional and courteous manner.

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2.2.7 RESTORATION OF DAMAGE to the satisfaction of the Engineer/PWD's Representative to streets, sidewalks, lawns, vegetation, manholes, sewers and appurtenant structures shall be **performed** at the Contractor's expense (if the Contractor is the cause of such damages) at no additional cost to the City. The Contractor shall also be held fully responsible for any and all damages, sewer blockages, discharges and chokes, and chemical spills caused by sewer root removal operations.

However, The Contractor shall not be held responsible for sewer blockages caused by crushed or broken sewer lines, or by choked sewer lines, or by choked sewer sections downstream of the section being treated, unless the Contractor is the cause of such.

If an incident should occur, the Contractor must immediately provide a verbal report of any/all such incidents to the PWD's Representative. A written report must be **provided** to said representative within 24 hours of the incident. At a minimum, such report must include the date, time, duration, estimated quantities of discharges/spills and cause of the incident. The Contractor shall be responsible for all fines and penalties resulting from such releases. The City may, however, decide to make repairs or replacements of damaged property and deduct the cost of such from monies due or to become due the Contractor under this contract with the City.

The Contractor must notify the PWD's Representative and document pre-existing damaged conditions involving visible defects and/or local vegetation before the sewer root removal process begins, to minimize responsibility. A written report with digital photograph shall be submitted by the Contractor. The Contractor shall also be responsible for all clean up and restoration associated with any chemical spills that might occur during sewer root removal operations.

2.2.8 **Work Schedule** - Under no circumstances will the Contractor be allowed to work during rain or snow events and for up to twenty-four (24) hours following the rain or snow event. Should rain or severe snow melt develop that is determined by PWD to have likely entered a treated sewer within twenty-four (24) hours following a chemical application, the Contractor shall re-apply the chemical treatment at no cost to the PWD. Contractor crews shall generally work on Mondays through Fridays between the hours of 6:00 AM and 6:00 PM. Special arrangements can be made with the PWD's Representative.

At no time shall the Contractor leave sewer pesticide container's, chemicals and hazardous materials on site unattended.

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2.2.9 **WEEKLY PROGRESS REPORTS**

2.2.9.1 Weekly progress reports must contain the following information:

- Work locations
- Dates and hours worked
- Lengths and diameters of sewers treated
- Field observations/notes (as needed)
- Length of sewer segments remaining to be treated
- Expenses to date and remaining funds

2.2.9.2 No payment shall be made until the Contractor provides work progress and hydrant usage reports for each site. The Contractor shall submit invoice(s) once per month. Reports must be forwarded along with invoices for payment to:

Philadelphia Water Department
Collector Systems Support
ATTN: Nicholas Maliha, P.E.
Engineering Specialist
1101 Market Street, 4th Floor
Philadelphia, PA 19107
Phone: 215-685-6255
Fax: 215-685-6207
E-Mail Address:
nicholas.maliha@phila.gov

2.2.10 Water necessary for performance of the work could be obtained from City fire hydrants at the site or from other suitable designated sources.

If the performance of the work requires the use of water from City fire hydrants, a Fire Hydrant Permit will be required from the Contractor. The fee for this permit will be waived. Fire Hydrant Permits may be obtained from:

City's Department of License and Inspections,
Plumbing Unit
1401 J.F. Kennedy Boulevard
Municipal Services Building
Philadelphia, PA 19102-1675
Attn: Mr. Rodney Coleman

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All information regarding the fire hydrant permit procedures could be obtained from Mr. Rodney Coleman,
Phone: 215-686-2577.

Once a hydrant permit is obtained, the hydrant user must maintain a record of operating the hydrant is operated. This data is used as part of the Philadelphia Water Department's hydrant preventative maintenance program and to account for the volume of water used. The record keeping and water usage reporting procedures are both listed in Appendix A. The water usage reports should be submitted on a weekly basis to the following persons:

Nicholas Maliha, P.E.
Engineering Specialist
Philadelphia Water Dept.
1101 Market Street, 4th Floor
Philadelphia, PA 19107
Phone: 215-685-6255
Fax: 215-685-6207
E-Mail Address:
nicholas.maliha@phila.gov

And to:

Gregory Dudzek. P.E.
Water Conveyance Engineer
Philadelphia Water Dept.
1101 Market Street, 4th Floor
Philadelphia, PA 19107
Phone: 215-685-4933
Fax: 215-685-6207
E-Mail Address:
Gregory.dudzek@phila.gov

- 2.2.10.1 The Contractor shall be responsible for ensuring that fire hydrant hose attachments are equipped with a **metering device** to determine water usage and a suitable **backflow prevention device** to prevent back siphonage of chemicals or sewage into the City's water mains. The water shall be conserved and not used unnecessarily. No fire **hydrant** shall be obstructed in case of a fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

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2.2.11 **PROJECT SCHEDULE** shall be coordinated by the Contractor to ensure project completion within one hundred and twenty (12) calendar days from the date of issuance of the Purchase Order. In the event of delays caused by rainfall or snowfall, the Contractor shall be extended additional time to complete the work. The time extended to the Contractor shall be no greater than the actual number of days on which the Contractor was unable to work due to rainfall.

2.2.11.1 The Contractor's failure to complete the work within the allotted time, for any reason other than stated above, will result in a delay penalty of \$300/day for each day in excess of the number of calendar days allowed in Section 2.2.11.

2.2.11.2 The successful bidder must provide the PWD's Representative with their project manager contact information (Name/Address/Telephone/Fax/Pager/Cell Phone/E-Mail). A 24-hour per day emergency contact person and telephone number must also be provided.

2.2.11.3 Daily Schedule - The Contractor must provide a daily schedule of work sites to the Project Manager, Nicholas Maliha, and to PWD's Utility Public Affairs Manager, Edward Grusheski at least one (1) hour prior to the start of work.

Edward Grusheski
Utility Public Affairs Manager
Philadelphia Water Dept.
1101 Market St., 5th Floor
Philadelphia, PA 19107
Phone: 215-685-6110
Fax: 215-685-4915
E-Mail Address:
Edward.grusheski@phila.gov

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2.3 DETAILED SPECIFICATIONS

2.3.1 REMOVAL OF ROOTS FROM SEWER LINES

The work required by the project shall consist of furnishing all labor, vehicles, materials, and equipment; performing all work necessary to remove roots from the designated sewers; sewer flow control to the extent required; all in accordance with these specifications and all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the work and traffic control activities. The work shall consist of the following tasks as determined by each sewer site.

2.3.1.1 METHOD OF APPLICATION

All work shall be performed according to the chemical agent's label instructions and in accordance with the best recommended practice for conditions present in the sewer line undergoing the root removal treatment. All applications shall be performed by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure. Foam pressure shall be sufficient to penetrate secondary lateral sewers connecting the main sewers in order to contact roots residing in such lateral sewers. The foam pressure and quality shall also be effective to treat large diameter pipes. Applications of chemicals designed to generate foam "chemically" on contact with water shall not be accepted. Equipment selection shall be based on field conditions such as access to manholes, type and quantity of roots to be removed, size and configuration of sewer, and rate of sewer flow.

Hydraulic and mechanical sewer cleaning machines reduce treatment effectiveness by damaging root growths and inhibiting their uptake of chemical. Hydraulic and mechanical sewer cleaning machines shall not be used prior to, or during the treatment process.

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2.3.1.2 **SEWER ROOT REMOVAL** shall be performed in a safe and efficient manner in strict compliance with all local, state and federal laws, rules, regulations and ordinances with special attention to those laws that pertain to the handling, transportation, and use of any chemicals and hazardous materials, and disposal of all pesticide containers. Chemicals and hazardous materials may be left on site during rain events, after work hours, overnight or on weekends.

2.3.1.3 **Television Inspection, Quick View Camera, Physical Inspection**, and other methods may be used individually or in combination by the PWD to demonstrate successful root removal from the designated sewers, see Section 2.6 "Acceptance of Work". The PWD requires that the Contractors verify all measurements prior to bid submittal.

2.3.1.4 The work to be performed shall be at the locations listed in Appendix B, "**LOCATION OF WORK**". Work shall be confined to the sewer sites listed in Appendix B.

Associated lengths are also shown in Appendix B. Drawings showing the locations of the sewer sites that need to be treated for root removal will be provided to all bidders during the mandatory Pre-Meeting. In the event that field measurements are in conflict with information shown in Appendix B, the Contractor shall submit bid estimates based on field measurements and specifically identify the area of conflict.

2.3.2 **COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL**

The chemical root control agent along with all appropriate products shall be submitted at the Pre-Bid meeting and approved by the PWD in writing prior to Bid Submission. The product must not permanently damage the vegetation producing the roots. The chemical root control agent shall be registered with the EPA and the Pennsylvania Department of Agriculture, prior to the bid opening, and shall be labeled for use in sewers to control tree roots. The chemical Root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

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A. Active ingredient:

1. Shall be a Category "E" compound, the most favorable rating attainable on the U.S. EPA's chronic exposure toxicological rating scale.
2. Shall not be considered a carcinogen, teratogen, mutagen, or oncogene, based on laboratory testing.
3. Shall carry a "signal word" assigned by the U.S. EPA of either "Warning" or "Caution," on the product label. Pesticides carrying the signal word "Danger" shall not be accepted.
4. Shall be non-volatile in order to minimize exposure to workers and public by inhalation.
5. Shall not be readily absorbed through the skin.
6. Products containing the active ingredient(s) metam-sodium or copper sulfate shall not be allowed.

B. Surfactant System:

1. Shall produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour.
2. Shall enhance the penetration of herbicide into root masses.
3. Shall contain an Alkylpolyglucoside (formulations of vegetable oil and carbohydrate from agricultural products).
4. Surfactants designed to foam chemical, upon contact with water, shall not be accepted (see Section 2.3.1.1. above - Method of Applications).

2.3.3 **HEALTH AND SAFETY**

- 2.3.3.1 The Contractor shall be responsible for ensuring that personnel are properly trained in workplace safety rules as provided by the Occupational Health and Safety Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH). The Contractor shall submit a Health and Safety Plan (HASP) which conforms with all applicable OSHA and NIOSH regulatory requirements, in particular OSHA 1910.146 requirements for confined space entry. The HASP shall be prepared by a certified industrial hygienist (CIH) and may be signed by the CIH or a senior corporate official attesting that the HASP meets all applicable OSHA and NIOSH requirements for the performance of the work. The name of the CIH must be clearly noted on the HASP.

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2.3.4 **PROTECTION OF WASTEWATER TREATMENT PLANTS**

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process. Notwithstanding the requirement that the active ingredient shall not adversely effect Wastewater Treatment Plant processes, in the event that a Wastewater Treatment Plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of the PWD. The contractor shall continue operations only after problems at the Wastewater Treatment Plant have been satisfactorily resolved.

The Contractor shall provide to the PWD Representative at the Pre-Bid Meeting recent documentation from an accredited research institution documenting the effects of the product on Wastewater Treatment Plant facilities. At a minimum, this documentation shall address the toxicity of the product on wastewater treatment biota, including nitrifiers and denitrifiers, the toxicity effect of the product on treatment plant effluent, and the environmental fate of the product. This requirement is mandatory.

2.4 **WORK LOCATIONS**

The work to be performed shall be at seventy-five (75) different locations, all in Philadelphia, Pennsylvania. See Appendix B for a list of exact Work Locations.

2.4.1 Drainage Plats showing sewer layout, sewer size and manhole locations, and ID's will be provided for each site. The following twenty-four (24) PWD Drainage Plats will be part of this contract:

Drainage Plats # 4, 23, 26, 28, 46, 52, 59, 67, 70, 79, 81, 82, 84, 86, 90, 98, 101, 102, 106, 108, 112, 113, 114, and 117.

These drawings shall be made available to all bidders.

2.4.2 The Contractor is required to notify the PWD's Representative of any discrepancies between the information provided by the City and the Contractor's field measurements, prior to bid submittal.

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2.5 PRICING

In Section 5, "Pricing", bidders are requested to provide the cost of Sewer Root Removal. Prices quoted must remain fixed for the entire period of the contract and must not contain more than two (2) decimal places.

2.6 FINAL ACCEPTANCE OF WORK

Acceptance of sewer line root removal shall be made, where applicable, by any or all of the following methods: Closed Circuit Television (CCTV), Quick View Cameral, Physical Inspection or other methods. If post sewer treatment inspection by the PWD's Representative shows unsatisfactory results, the Contractor shall be required, at no addition cost to the City, to re-treat the sewer line until the roots are removed.

2.7 GUARANTEE

The successful bidder shall return eighteen (18) months after the final site was treated, in order to evaluate the success of the treatment, and to arrange for any required remaining guarantee work that may arise.

For each sewer section (manhole-to-manhole) that is treated under this Contract, the Contractor shall guarantee the work as described below.

At the option of the PWD, the Contractor shall, at their own expense, re-treat a sewer section, or refund 100% of the payment received to treat the same sewer sections, in the event that:

- (1) The inspection by PWD reveals the continued presence of roots in the section within six months after the application of the root removal agent; or
- (2) New root growth re-appears within twenty-four (24) months or original treatment; or
- (3) The same sewer section chokes due to root obstructions within a period of twenty-four (24) months, beginning on the date of treatment, and ending twenty-four (24) months after the date of treatment.

The first inspection by PWD shall be free of charge. If the first inspection fails, the Contractor shall be charged at the rate of one hundred eighty dollars (\$180.00) per hour for a second inspection by the PWD. This charge shall be deducted from the ten percent (10%) withheld from the invoice payment (see Section 4.2.11 Invoices/Receipts).

The Contractor must complete any work under this guarantee within thirty (30) days of written notification from the PWD Representative.

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Re-treatments, performed at no charge in honor of the guarantee, shall not extend the expiration date of the guarantee.

The guarantee applies to sewer blockages caused by live roots. It does not apply to blockages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or choked sewer section downstream from a treated and guaranteed sewer section.

This guarantee applies to the sewers treated under this contract only. The Contractor shall be responsible for damages caused by main line sewer blockages if such blockages shall be caused by sewer root removal operations.

No additional payments shall be made for any work completed under this guarantee.

2.7.1 DELIVERY LOCATION

Sewer Maintenance Unit
3201 North Fox Street
Philadelphia, PA 19129

Index Code: 285049
Delivery Code: OC073

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

3.1.1 Bid will be evaluated by the Procurement Department.

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

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

- (i) improper bid security
- (ii) improper bid execution
- (iii) incompleteness
- (iv) offering counter terms and conditions

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

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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 12 of "Terms and Conditions of Bidding and Contract".

3.2 AWARD

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

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

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$25,000.00 and awarded as a whole or by section.

3.2.3 Performance Security

If the total award amount is \$500,000 or less, bidders attention is directed to paragraph 9 of "Terms and Conditions of Bidding and Contract", for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$25,001.00. All awards at the \$25,001.00 amount will be subject to a \$50.00 Master Performance Security Fee.

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

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

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

3.2.5 Insurance

Insurance is a requirement for this bid in accordance with Paragraph 14 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

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

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

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3.2.6 POLLUTION AND LIABILITY INSURANCE

The Pollution Liability Insurance described herein is **in addition to** all other insurance required of the Contractor by the PWD, including any insurance described in this contract, any insurance required by law, or any other insurance required requested by City of Philadelphia.

The Contractor shall submit written evidence that they have obtained Pollution Liability Insurance coverage. This coverage shall protect the Contractor, the City, and City's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,00 total loss. An "A" rated insurance company shall provide the Contractor's Pollution Liability Insurance.

In addition, the Contractor's commercial general liability limits must be not less than \$10,000,000, total occurrence limit, and include pesticide or herbicide applicator coverage.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

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

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

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

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

4.2 VENDOR RESPONSIBILITY

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

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

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

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4.2.4 **Liquidated Damages:**

In accordance with Paragraphs 2.2.11.1 and 2.7 of the Invitation and Bid, the Contractor may be subjected to Liquidated Damages in the event that the Project Schedule and Guarantee of Service provided have not been completed on schedule during the contract period.

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

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

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

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

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

4.2.9 Approval of Work

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor.

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

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4.2.11 Invoices/Receipts

4.2.11.1 The successful Bidder shall submit monthly, a detailed invoice with accompanying documentation for work performed at the sewer sites listed for root removal under this contract. The City shall initially pay ninety percent (90%) of the bid price following the performance of the work at the sewer sites listed on the Contractor's invoice. A ten percent (10%) retainage shall be withheld from the Contractor pending final acceptance by the PWD Representative that the root treatment has been satisfactorily completed. Within a period of six months, and following a satisfactory inspection by the PWD Representative of the sewer sites listed on the Contractor's invoice, the City shall pay the ten percent remaining (10%) balance of the same invoice. In no event, will total payment for each site exceed the total price bid per site.

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

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

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4.3 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Root Removal Services at the prices set forth in Section 5 for a period of Twenty-four (24) months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to Two (2) additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

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

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

or

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

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

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

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

4.3.1 **Failure to notify the City within the time frame specified in 4.3 will result in a commensurate delay in implementing the price change. Example: If prices may change effective July 1, but the notice of change is not received by Procurement until June 1, then the price increase effective date will be delayed until September 1.**

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

SECTION 5: PRICING

(PRICES QUOTED MAY NOT EXCEED TWO (2) DECIMAL PLACES)

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

Root Removal Bidding Prices

Sewer Size	Total Feet	Bid Price (\$ / Ft)	Total Bid Price (\$)
8" Diameter	610		
10" Diameter	5685		
12" Diameter	560		
15" Diameter	180		
18" Diameter	540		
20" Diameter	160		
21" Diameter	270		
30" Diameter	250		
3'-6" Diameter	700		
2'-3" x 1'-6"	3205		
2'-6" x 1'-8"	3315		
3'-0" x 2'-0"	1085		
3'-0" x 2'-6"	1120		
3'-6" x 2'-4"	430		
4'-0" x 2'-8"	160		

Total Footage

Total Price
\$

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: _____

APPENDIX A

HYDRANT OPERATION REPORT

OVERVIEW

Once a hydrant permit is obtained, the hydrant user must maintain a record of operating the hydrant and report water usage information whenever a hydrant is operated. This data is used as part of the hydrant preventative maintenance program and to account for the volume of water used. The following procedure indicates the required data to report.

PROCEDURE

Each time a hydrant is operated, a record on the *Hydrant Operation Report* sheet must be made.

Complete the form as follows:

- 1) Enter Name of responsible party. City employees, enter name of first line supervisor. Permit holders, enter name of permit holder.
- 2) Enter Department/Section if City Employee, if permit holder enter name of Company or Group name.
- 3) Enter Phone number for the responsible party.
- 4) Enter Permit number, or "City" if City employee.
- 5) Enter Date of Hydrant use.
- 6) Enter CCL key number, if CCL key is not required, enter N/A
- 7) Enter Location of the Hydrant. Enter street name which hydrant faces, followed by nearest cross street. If located at a corner, enter geographic location (e.g. For a hydrant on 11th above market, at the northwest corner, enter NWC 11th and Market Sts.) If located mid-block, enter nearest property address (e.g. IFO 3939 Main St.)
- 8) Enter size of connection to hydrant. This is the size of the hose. A garden hose is considered ¾". If there is no connection, enter NC, and estimate flow from pictures on reverse side of form.
- 9) Enter time hydrant turned on.
- 10) Enter time hydrant turned off.
- 11) If a meter is used, enter the difference in finish and start readings (note the unit of measurement)

- 12) If no meter is used, calculate number of minutes the hydrant was turned on (difference between time on and time off)
- 13) If a tank is filled, enter the known size of the tank (in gallons)

Repeat steps 5 to 13 as often as in necessary
Return completed forms every week to:

Gregory Dudzek, P.E.
Water Conveyance Engineer
Philadelphia Water Department
1101 Market Street, 4th Floor
Philadelphia, PA 19107
Phone: 215-685-4933
Or FAX: 215-685-6207
e-mail: Gregory.dudzek@phila.gov

And to:

Nicholas Maliha, P.E.
Engineering Specialist
Philadelphia Water Dept.
1101 Market Street, 4th Floor
Philadelphia, PA 19107
Phone: 215-685-6255
Fax: 215-685-6207
E-Mail Address: nicholas.maliha@phila.gov

HYDRANT USAGE REPORT FORM

(HYDRANTREPORT.XLS)

APPENDIX B

LOCATION OF WORK
(ROOTLOCATIONS AUG06.XLS)

ROOT LOCATION AND PRICING

Site Number	Site Location	From Street/ Manhole	To Street/ Manhole	Drainage Plat #	Sewer Size/Material	Section Length (Ft)
1	54th St.	Malcolm St. C17-001450	Whitby Ave. C17-001445	23	2'-3" x 1'-6" Brick	155
2	Baltimore Ave.	60th St. C14-000030	59 St. C14-000035	23	3'-6" Diameter Brick	220
3	Baltimore Ave.	53rd St. C17-003015	54th St. C17-003020	23	3'-0" x 2'-0" Brick	165
4	Christian St.	62nd St.. C13-000370	Cobbs Creek Pky C13-000365	23	2'-6" x 1'-8" Brick	150
5	Cobbs Creek Pkwy.	Ellsworth St. C13-000025	62nd St. C13-000020	23	4'-0" x 2'-8" Brick	160
6	Osage Ave.	62nd St. C12-000215	Cobbs Creek Pkwy. C12-000210	23	2'-3" x 1'-6" Brick	150
7	Thomas Ave.	58th St. C16-000035	Cobbs Creek Pkwy. C16-000030	23	2'-3" x 1'-6" Brick	260
8	Walton Ave.	59 St. C17-004230	58 St. C17-004225	23	2'-3" x 1'-6" Brick	150
9	Hancock St.	Christian St. D63-000345	Beck St. D63-000350	26	2'-3" x 1'-6" Brick	165
10	Chestnut St.	60th St. C17-009785	59th St. C17-009780	28	2'-6" x 1'-8" Brick	480
11	Sansom St.	60th St. C17-009770	59th St. C17-009765	28	2'-3" x 1'-6" Brick	170
12	Sansom St.	61st St. C11-000630	62nd St. C11-000625	28	2'-3" x 1'-6" Brick	165
13	Indian Queen La	Vaux St. S052-04-S0305	Henry Ave. S052-04-S0300	52	10" Diameter V.C.P	200
14	Tilden St.	Henry Ave. S052-04-S0855	Vaux St. S052-04-S0850	52	10" Diameter V.C.P	200
15	Lyceum Ave.	Pechin St. S051-05-S0560	Mitchell St. S051-05-S0555	59	10" Diameter T.C.P.	540
16	Roxborough Ave.	Lauriston St. S051-08-S0080	Pechin St. S051-08-S0075	59	8" Diameter T.C.P.	310
17	Manayunk Ave.	Lyceum Ave. S051-05-M0575	Marlin St. S051-05-S0570	59	8" Diameter T.C.P.	300
18	Fountain St.	Lawnton St. W067-02-S0080	Henry Ave. W067-02-S0075	67	10" Diameter V.C.P	210

ROOT LOCATION AND PRICING

Site Number	Site Location	From Street/ Manhole	To Street/ Manhole	Drainage Plat #	Sewer Size/Material	Section Length (Ft)
19	Warrnock St.	Duncannon Ave. T08-4415	Fisher Ave. T08-4410	70	3'-0" x 2'-0" Brick	220
20	Wagner Ave.	12th St. T08-004480	Marvine St. T08-004475	70	2'-6" x 1'-8" Brick	180
21	Tabor Rd	Wagner Ave. T08-006095	7th St. T08-006090	70	3'-0" x 2'-0" Brick	190
22	Lawrence St.	Tabor Rd T08-U004980	Somerville Ave. T08-004975	70	2'-6" x 1'-8" Brick	175
23	Lindley Ave.	Camac St. T14-7415	12th St. T14-7410	70	2'-6" x 1'-8" Brick	180
24	13th St.	Grange Ave. T08-4115	Chew Ave. T08-4105	70	3'-0" x 2'-0" Brick	330
25	Marvine St.	Chew Ave. T08-4655	Olney Ave. T08-4650	70	2'-3" x 1'-6" Brick	2 Segments 180
26	Chew Ave.	Hope St. T08-3110	Front St. T08-3115	70	3'-0" x 2'-0" Brick	180
27	11th St.	Chew Ave. T08-4690	Olney Ave. T08-4680	70	2'-6" x 1'-8" Brick	330 2 Segments
28	5th St.	66th Ave. T08-7905	65th Ave. T08-7900	79	2'-6" x 1'-8" Brick	270
29	Warrnock St.	Champlost Ave. T08-8250	Spencer Ave. T08-8245	79	15" Diameter R.C.P.	180
30	7th St.	Medary Ave. T08-7075	Kenilworth Ave. T08-7070	79	2'-3" x 1'-6" Brick	170
31	7th St.	Godfrey Ave. T08-6875	Spencer Ave. T08-6870	79	3'-6" x 2'-4" Brick	190
32	Spencer Ave.	3rd St. T08-U5995	4th St. T08-5990	79	2'-3" x 1'-6" Brick	230
33	8th St.	64th Ave. T08-7325	Chellen Ave. T08-7320	79	3'-6" Diameter Brick	260
34	13th St.	66th St. T-08-7475	65th St. T-08-7465	79	2'-6" x 1'-8" Brick	480
35	13th St.	Champlost Ave. T08-8310	Spencer Ave. T08-8305	79	3'-6" x 2'-4" Brick	2 Segments 240
36	13th St.	Nedro Ave. T08-8450	Champlost Ave. T08-8445	79	2'-3" x 1'-6" Brick	250

ROOT LOCATION AND PRICING

Site Number	Site Location	From Street/ Manhole	To Street/ Manhole	Drainage Plat #	Sewer Size/Material	Section Length (Ft)
37	13th St.	Cheltenham Ave. T08-7780	65th Ave. T08-7775	79	2'-3" x 1'-6" Brick	240
38	12th St.	Cheltenham Ave. T-08-8520	Medary Ave. T-08-8515	79	2'-6" x 1'-8" Brick	280
39	Fairhill St.	64th St. T08-7995	Cheltenham Ave. T08-7990	79	18" Diameter R.C.P.	190
40	Fairhill St.	Cheltenham Ave. T08-6605	Godfrey Ave. T08-6600	79	20" Diameter R.C.P.	160
41	6th St.	64th Ave. T08-7980	Cheltenham Ave. T08-7975	79	2'-3" x 1'-6" Brick	190
42	6th St.	Godfrey Ave. T08-6970	Spencer Ave. T08-6965	79	2'-3" x 1'-6" Brick	180
43	3rd St.	Cheltenham Ave. T08-6505	Godfrey Ave. T08-6490	79	3'-0" x 2'-6" Brick	840
44	Park Ave.	Cheltenham Ave. T08-8660	Medary Ave. T08-8650	79	2'-6" x 1'-8" Brick	3 Segments 540
45	Cheltenham Ave.	5th St. T08-7880	Fairhill St. T08-7875	79	3'-0" x 2'-6" Brick	2 Segments 280
46	Cheltenham Ave.	13th St. T08-U8540	Camac St. T08-8535	79	2'-3" x 1'-6" Brick	170
47	Godfrey Ave.	3rd St. T03-0095	2nd St. T03-0090	79	2'-3" x 1'-6" Brick	210
48	Eastwood St.	Knorr St. F21-7030	Unruh Ave. F21-7025	81	42" Diameter R.C.P.	220
49	Eastwood St.	Unruh Ave. F21-7375	Magee Ave. F21-7380	81	21" Diameter R.C.P.	270
50	Horrocks St	Princeton Ave. D05-007775	St. Vincent St. D05-007770	81	30" Diameter R.C.P.	250
51	Erdrick St.	Princeton Ave. D05-002405	Tyson Ave. D05-002400	82	2'-3" x 1'-6" Brick	170
52	Chippendale Ave.	Leon St. D02-002185	Frankford Ave. D02-002180	82	2'-6" x 1'-8" Brick	250
53	Clyde Ln.	Sequoia St. W076-01-0160	Wissahickon Rd W076-01-M0195	84	10" Diameter V.C.P.	280
54	Cornelius St.	Gorgas Ln. T14-U021635	Vernon Rd T14-021630	86	18" Diameter R.C.P.	350

ROOT LOCATION AND PRICING

Site Number	Site Location	From Street/ Manhole	To Street/ Manhole	Drainage Plat #	Sewer Size/Material	Section Length (Ft)
55	Lansing St.	Busstleton Ave. P090-02-S1360	Glendale Ave. P090-02-S1355	90	10" Diameter V.C.P	190
56	Afton St.	Large St. P90-02-S1495	Horrocks St. P90-02-M1500	90	10" Diameter R.C.P. (San)	190
57	Afton St.	Langdon St. P090-02-S6775	Algon Ave. P090-02-S6780	90	10" Diameter V.C.P	190
58	Vista St.	Horrocks St. P90-02-S1595	Large St. P90-02-M1600	90	10" Diameter R.C.P. (San.)	170
59	Stevenson St.	Avner Ln. Q101-13-S0015	Brook Ln. Q101-13-S0020	101	10" Diameter V.C.P	320
60	Chesterfield Rd	Berea St. Q106-05-S0020	Canterbury Rd Q106-05-S0015	106	10" Diameter R.C.P.	325
61	Hereford Ln.	Clarendon Ave. Q107-07-S0095	Crown Ave. Q107-07-S0090	106	10" Diameter V.C.P	200
62	Nottingham Ln.	Crown Ave. Q106-12-M0065	Crown Ave. Q106-12-S0060	106	10" Diameter V.C.P	140
63	Delia Ln.	Alexis Ln. P108-09-S0115	Darlington Rd P108-09-S0110	108	10" Diameter V.C.P	300
64	Marchman Rd	Bridle Rd P108-03-S0160	Alicia St. P108-03-S0155	108	10" Diameter V.C.P	125
65	Lindsay St.	Delray St. Q113-09-S0280	Piermont St. Q113-09-S0275	113	10" Diameter R.C.P.	350
66	Newberry Rd	Norcom Rd Q114-06-S0155	Nightingale Rd Q114-06-S0150	114	10" Diameter V.C.P	200
67	Nautilus Rd	Norcom Rd Q114-06-S0135	Normandy Dr Q114-06-S0130	114	10" Diameter V.C.P	225
68	Caroline Rd	Comly Rd Q114-04-S0025	Charter Rd Q114-04-S0020	114	12" Diameter V.C.P	320
69	Comly Rd	Caroline Rd Q114-03-S0015	Nestor Rd Q114-03-S0020	114	10" Diameter T.C.P.	150
70	82nd St.	Harley Ave. M005-08-S0265	Pontiac Ave. M005-08-M0295	4	10" Diameter T.C.P.	240
71	Country Club Rd	Lankenau Ave. S046-02-S0030	Mimi Cir S046-02-S0035	46	10" Diameter T.C.P.	160
72	Fillmore St.	Napfle Ave. T098-01-S0020	Sheilmire Ave. T098-01-S0025	98	12" Diameter T.C.P.	240

ROOT LOCATION AND PRICING

Site Number	Site Location	From Street/ Manhole	To Street/ Manhole	Drainage Plat #	Sewer Size/Material	Section Length (Ft)
73	Carteret Dr	St. David Dr. Q102-02-S0070	Lackland Dr Q102-02-S0068	102	10" Diameter V.C.P	330
74	Portis Rd	Morefield Rd P108-24-S0355	Morefield Rd P108-24-S0350	112	10" Diameter V.C.P	270
75	Regina St.	Kelvin Ave. P113-09-S0465	Remard St. P113-09-S0070	117	10" Diameter V.C.P	180

CONTRACTOR'S QUALIFICATION PAGE

(Submit with Bid)

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor Name: _____

Contractor's Pennsylvania Pesticide Business License #: _____

Contractor Federal Department of Transportation #: _____

Name of Approved Chemical Root Control Agent: _____

USEPA Root Control Agent Registration #: _____

Pennsylvania Root Control Product Registration #: _____

Does the Contractor have Pollution Liability Insurance as specified? _____

Contractor's Pollution Liability Insurance carrier: _____

Are two (2) Copies of Contractor employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146, attached? _____

Contractor's Pennsylvania Certified Pesticide Applicators
(List 3 minimum)

1. Name: _____ Certification #: _____

2. Name: _____ Certification #: _____

3. Name: _____ Certification #: _____

CLIENT REFERENCE FORM

PLEASE MAKE COPIES FOR ADDITIONAL PAGES - MINIMUM Three (3)
REFERENCES REQUIRED.

CONTRACTOR FIRM

COMPANY NAME: _____

CONTACT PERSON/TITLE: _____

PHONE NUMBER: _____

ADDRESS: _____

PROVIDE CLIENT NAME AND CONTACT PERSON. BRIEFLY EXPLAIN NATURE
OF WORK, INCLUDING DATE COMPLETED, SIZE AND LENGTH OF TREATED
SEWER.

I certify that the statements above are true, and to the best of
my knowledge accurately reflect the scope of work provided to the
client.

NAME/TITLE: _____

SIGNATURE: _____

DATE: _____

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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. This Invitation and Bid and any contract awarded hereunder shall include, without limitation, the Invitation and Bid, all addenda thereto issued by the Procurement Department and these Terms and Conditions of Bidding. It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by this 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. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

2. SPECIFICATIONS. When a formal, numbered, specification is referred to in this Invitation and Bid, no deviation therefrom will be permitted 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 this 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.

3. 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, payment may be made on the basis of 50% of the price bid when such equipment is delivered on site. A further allowance of 25% may be made 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, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory testing and/or installation as required.

4. 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 is interested.

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

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

7. PRICE INCREASES AND DISCOUNTS. All articles must be delivered at the price(s) bid, FOB Destination Point. 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. Discounts offered for payment may be a factor in the awarding of bids only in the event of tie bids. (In the event of an absolute tie the award decision will be made in the best interest of the City as determined by the Procurement Commissioner in his/her sole discretion.) Discounts must be for a period of at least 15 days to be so considered. Discounts offered shall be assumed to be from gross price unless otherwise indicated.

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

AMOUNT OF BID OR EST. CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 25,000.00 or less	No Check Required
\$ 25,000.01- \$ 99,999.99	\$ 500.00
\$ 100,000.00 - \$ 249,999.99	\$ 2,000.00
\$ 250,000.00- \$ 499,999.99	\$ 4,000.00
\$ 500,000.00 or more	\$ 6,000.00

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

Any bid in excess of \$500,000 is not covered by the Annual Master Bid Security Program and bidder must submit a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined, the Procurement Department shall refund, with the exception of the fee paid for participation in the City's Annual Master Bid Security program, the bid security except the bid security of the lowest responsive and responsible bidder. Upon return of the duly executed contract documents, required fees and the furnishing of any required bonds or other performance security by the lowest responsive and responsible bidder, its bid security will be refunded.

9. **PERFORMANCE SECURITY.** The City of Philadelphia requires performance security for contracts greater than \$25,000. If the amount of the contract to be awarded is greater than \$25,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

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. All contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

11. **RESPONSIVENESS.** Subject to the right of the Procurement Commissioner to waive nonresponsiveness as set forth below in this Section, these Terms and Conditions of Bidding and the specifications and requirements included in this Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of its 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 the specifications and requirements included in this 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 the specifications and requirements included in this Invitation and Bid is nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsiveness is not material to the Invitation and Bid or that a waiver of the nonresponsiveness is otherwise permitted by this Invitation and Bid, by these Terms and Conditions of Bidding or by law. The Procurement Department's determination of nonresponsiveness shall be final and any bid rejected as nonresponsive shall not be eligible for contract award.

12. **RESPONSIBILITY.** Unless otherwise specified, after bids are opened the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the contract resulting from this Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sound 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 for 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.

13. **CONTRACTS.** Awards of contracts in amounts less than or equal to \$25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$25,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient Performance Security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a Labor and Materials Bond, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the contract by the Procurement Commissioner.

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

14. **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 insureds 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 insureds will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award.

The City reserves the right to require the contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this contract by the contractor to the City 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:**

- (1) Workers' Compensation -Statutory limits.
- (2) Employers Liability - \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; \$500,000 Policy Limit -Bodily Injury by disease
- (3) All states endorsement

(b) **GENERAL LIABILITY INSURANCE**

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

(c) **AUTOMOBILE LIABILITY**

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

15. **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 bonds, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

events of default under any contract resulting from this Invitation and Bid:

- a. Failure by contractor to comply with any provision or Section of the contract, including the bid specifications contained in this Invitation and Bid and these Terms and Conditions of Bidding and/or failure by contractor to comply with any federal state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.
- b. Falseness of any representation or warranty made in the contract or other document(s) submitted to the City by contractor in connection with this Invitation and Bid.
- c. Failure by contractor to pay its suppliers or subcontractors, misappropriation of any funds provided under the contract or failure to notify City upon discovery of any misappropriation.
- d. A violation of law by contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by contractor, its directors, employees, or agents or indictment or issuance of charges against contractor, its directors, employees or agents for any criminal offense or other violation of law (whether or not the offense or violation of law is ultimately adjudged to have occurred), where such criminal offense, violation, indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the contract.
- e. Failure by contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.
- f. The Procurement Department's determination that the contractor is not a responsible bidder on this Invitation and Bid, where such determination is made, and is based upon, information received after award of the contract and/or after execution of the contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding contract set forth in Section 13 above.
- g. Any other act or omission identified in these Terms and Conditions of Bidding or elsewhere in the Invitation and Bid as an event or condition constituting default.

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

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

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

The City shall notify contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require contractor to continue to furnish all goods and perform all services required under the contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the contract therefor. 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.

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 to \$ 100,000.00	\$ 10.00
\$ 100,000.01 to \$ 300,000.00	\$ 30.00
\$ 300,000.01 to \$ 500,000.00	\$ 50.00
\$ 500,000.01 to \$ 1,000,000.00	\$ 100.00
\$ 1,000,000.01 to \$ 2,000,000.00	\$ 200.00
\$ 2,000,000.01 to \$ 3,000,000.00	\$ 300.00
\$ 3,000,000.01 to \$ 4,000,000.00	\$ 400.00
\$ 4,000,000.01 to \$ 5,000,000.00	\$ 500.00
\$ 5,000,000.01 or more	\$ 600.00

Failure to submit the Bid Processing Fee may result in rejection of the bidder's bid. In addition, if a contract award is made pursuant to this Invitation and Bid, any unpaid bid processing fees owed by the successful bidder to the City must be paid prior to the City's release of any payments under the resulting contract.

18. NONDISCRIMINATION.

a. Any contract awarded pursuant to this Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, bidder shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin or sex. Such discrimination shall constitute an event of default under this contract entitling City to terminate this contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 16 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, bidder 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, 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 16 or otherwise available to the City at law or in equity. Bidder 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. Bidder 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 16 or otherwise available to the City at law or in equity.

19. 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. 16-92 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. All City employees presented with gifts or gratuities as indicated in Executive Order 16-92 have been instructed to report these actions to the appropriate authorities. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

20. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 15 and/or Section 16..

21. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the contract resulting from this Invitation and Bid.

22. TAX REQUIREMENTS. Any contractor, or vendor of goods, wares and merchandise, or purveyor of services, who bids on and is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City

and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes "doing business" in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

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

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

23. 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 this 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)."

24. ASSIGNMENT. The successful bidder shall not assign the contract resulting from this 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.

25. MACBRIDE PRINCIPLES CERTIFICATION. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the Macbride Principles. In furtherance of this Ordinance, bidder makes the following certification and representations:

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

b. In the performance of any contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have)

any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any contract resulting from this Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under 18 Pa.C.S. Section 4904.

**BIDDER MUST SIGN BID on
Page 8 of 8 of Conditions of Bidding**

SIGNING OF BIDS

This contract consists of the Invitation and Bid (including exhibits and attachments), any addenda thereto issued by the City and the foregoing Terms and Conditions of Bidding (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 this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$25,000, date and sign the bid here, with original signatures, in ink.

This _____ day of _____ 200__

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 200__

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or a 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

(Asst. City Solicitor)

(Acting Procurement Commissioner)



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

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

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

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

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

VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM WWW.PHILA.GOV/BIDS.

BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Minority Business Council Participation is required be sure to fill out all appropriate forms. If you have questions call MBEC at (215) 686-6232.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet **all** qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. FAXed bids will not be accepted.
- **Do not** submit counter terms or conditions. **Your bid will be rejected**.
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts: All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

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

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



CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you after the contract has been fully executed, at a **fee of \$10.00** for **each** bid number requested. Please be advised that bid tabulations **are not available** by telephone. If you have any questions, please call 215-686-4755 or 4756.

BID RESULTS REQUEST FORM

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

PLEASE NOTE INCREASED FEE

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

- Check or Money Order payable to "City of Philadelphia";
- A self-addressed stamped envelope which is **at least 9 1/2" x 12 1/2" or larger** for each Bid requested.

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

Mail Request To:

The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B, MSB
Philadelphia, PA 19102-1685

Do Not Send Cash

<i>Internal Use Only:</i>	
Date Request Received:	Check Type:
Date Bid Result(s) Mailed:	Check Number:
Initials:	Check Amount \$



CITY OF PHILADELPHIA

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

Janet Hagan
Acting Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2006 – June 30, 2008

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$25,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$25,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2006 to June 30, 2008**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2006 – 2008** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

Telephone No: (____) _____ Fax No: (____) _____

- A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/06 to 6/30/08
(NO PERSONAL CHECKS)

Internal Use Only

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



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685
(215) 686-4750
FAX (215) 686-4728

JANET HAGAN
Acting Procurement Commissioner

December 1, 2006

Dear Vendor:

Effective **February 1, 2007**, the City of Philadelphia, Procurement Department, will be implementing the following change regarding vendors' Bid Security Checks.

Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors original bid security checks will no longer be returned. Instead, the City will issue a check to those vendors, in the amount of the security deposit, after the contract award and/or contract conformance.

The City of Philadelphia will continue to enroll interested Service, Supplies and Equipment vendors in the Master Bid Security Program. To participate in the program, vendors can obtain an application by going to www.phila.gov/bids and clicking on July 1, 2006 to June 30, 2008 under Master Bid Security.

Sincerely,

Janet Hagan
Acting Procurement Commissioner



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

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

Vincent Jannetti
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

OFFICE OF THE DIRECTOR OF FINANCE
Room 1330 Municipal Services Building
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

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's 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.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent J. Jannetti'.

Vincent J. Jannetti
Acting Director of Finance