Emergency Abatement Repair Program

S7YK1220

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**
Required by: **WATER DEPARTMENT – CUSTOMER FIELD SERVICES DIVISION**

Pre-Bid Meeting Date:	**April 7, 2016**
Pre-Bid Meeting Time	**1:00 PM Philadelphia Local Time**
Bid Opening Date:	**April 25, 2016**
Bid Opening Time:	**10:30 AM Philadelphia Local Time**
Location for Bid Opening:	**MUNICIPAL SERVICES BUILDING - ROOM 170A** **1401 JFK BOULEVARD, PHILADELPHIA PA 19102**
Buyer:	**F. Johnson**
Spec. Writer:	**K. Owens**

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

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

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

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

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

BID QUESTIONS

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

PARTICIPATION RANGES:

M-BE: 20% to 25%
AND/OR
W-BE: 20% to 25%
DS-BE: 0% to 0%

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

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

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

Trevor Day
Procurement Commissioner

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: EMERGENCY ABATEMENT REPAIR PROGRAM**

1.2 **CONTRACT TERM:** 10/01/2016 to 9/30/2017 ("Initial Term"), with an option to renew for up to three(3) additional one(1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(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.

1.3 **CONTRACT TYPE: REQUIREMENTS**

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

Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful 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:**
It is the intent of the City of Philadelphia to make an award to qualified plumbing contractors for **EMERGENCY ABATEMENT REPAIR PROGRAM** for the Philadelphia Water Department (PWD) as specified herein during the contract period.

1.6 **BID SECURITY**

1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program. The program covers the time period from **July 1, 2015 – June 30, 2016.** All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order. The fee should be submitted, under separate cover, to the attention of **"FY16 Annual Bid Security Program"** at least one day prior to the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**$100.00**) made payable to "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract".

1.7 **BID INFORMATION:**

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

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

1.8 **BID SUBMISSION:**

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

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

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

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

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

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

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

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

1.8.9 **LOCAL BIDDING PREFERENCE**

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a local bid preference[1]. In order to determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity ("LBE") at the time of the bid opening.

IS YOUR COMPANY LBE CERTIFIED PLEASE CHECK YES OR NO.

YES ☐ **NO** ☐

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

"Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)[2] will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my LBE certified subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry."

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

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

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

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

1.8.10 **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_____

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 emailing bid.info@phila.gov, 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 three (3) business days after the scheduled Non-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. The City will respond to questions it considers appropriate to this Invitation and Bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any bidder question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications.**

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

1.9 **BIDDER QUALIFICATION:**

The City has established the unit prices for all work items as listed in Section 2 of this Bid Specification. The Vendor(s) for the work under this Invitation to Bid will be chosen on the basis of the criteria listed below. These criteria have been established to determine the contractor's experience and capacity to respond quickly and effectively to potentially large volumes of emergency work. PWD has established certain other criteria that must be met by all successful Bidders.

The minimum criteria are as follows:

1.9.1 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. Bidder must have a minimum of five (5) years prior experience and technical proficiency in the plumbing trade performing waterline, curb trap, lateral, house heater and hot water heater repairs and/or replacements.

1.9.2 **Either a Master Plumber and/or a Licensed Journeyman Plumber must perform all repair work**

SUBCONTRACTOR LICENSES WILL NOT BE ACCEPTABLE AS EVIDENCE OF LICENSURE BY CITY FOR PLUMBING REPAIRS. Specify below how field work will be executed.

Indicate the name and license number of supervisory personnel and Journeyman Staff.

Supervisory Staff

Name: _____

Philadelphia Master Plumber License #: _____

Name: _____

Philadelphia Master Plumber License #: _____

Name: _____

Philadelphia Master Plumber License #: _____

Journeyman Staff

Name: _____

Journeyman License #: _____

Name: _____

Journeyman License #: _____

Name: _____

Journeyman License #: _____

1.9.3 Bidder must show evidence of the capacity to produce at least two (2)sewer lateral repairs, two (2) water service replacements, one (1)house heater replacement and three (3) hot-water heaters replacements, per week under this Bid Specification; identify the number of work crews on staff available for this project; and list their make-up and their capacity. Vendor(s) must also demonstrate that he has sufficient equipment to perform the scope of work.

No. of Work Crews dedicated to this effort: _____

Make up of individual crew:

Master plumbers per crew: _____

Journeyman plumbers per crew: _____

Apprentices per crew: _____

Daily Workload Capacity of all Crews:

Water Supply(s) (24ft. or less) _____

Water Service(s) (24ft. or less) _____

Curb Trap(s) (Storm and/or Sanitary) _____

Main Drain(s), Curb Trap to House (24ft. or less) _____

Lateral(s), Curb Trap to Sewer (24ft. or less) _____

House Heater(s), Electric or Gas _____

Hot-Water Heater(s), Electric or Gas _____

1.9.4 Bidder must have access to the below listed equipment. Bidder shall list equipment by Make and Model Number for equipment owned or leased long term by the bidder. If bidder rents the equipment on an as needed basis, the source of that rental must be identified below.

Equipment Capacity:

Pneumatic Equipment

Air Compressors #Own_____ #Lease_____

Air Hammers #Own_____ #Lease_____

Tampers #Own_____ #Lease_____

Missiles/Moles #Own_____ #Lease_____

Other Equipment

Sewer Camera #Own_____ #Lease_____

Drain Machine #Own_____ #Lease_____

Digital Camera #Own_____ #Lease_____

Shoring #Own_____ #Lease_____

Rental Source: _____

Make and Model# _____

_____

_____

_____

_____

1.9.5 Bidder must have a qualified concrete contractor:

Concrete Contractor _____

_____

_____

Concrete Contractor _____

_____

_____

List type and capacity of shoring equipment:

_____

_____

_____

Bidder must have the capability of performing excavations either with their own equipment or through a sub-contractor (at the expense of the contractor).

Does bidder own/lease excavation equipment? Yes No

If yes, indicate number: #Own_____ #Lease_____

Does bidder intend to subcontract excavation equipment? Yes No

If yes, provide the name and address of the subcontractor(s) that you intend to use:

Excavation Contractor _____

_____

_____

Excavation Contractor _____

_____

_____

List type and capacity of shoring equipment:

_____

_____

_____

1.9.6 **Vehicles** - All bidders must have the necessary vehicles to transport crew and equipment to the work site(s).

List the number size/capacity, year make and model of vehicles either owned or under long-term (one year or more) lease:

Vehicle #1: Make _____ Model _____

Capacity _____ Year _____

Vehicle #2: Make _____ Model _____

Capacity _____ Year _____

Vehicle #3: Make _____ Model _____

Capacity _____ Year _____

Vehicle #4: Make _____ Model _____

Capacity _____ Year _____

Vehicle #5: Make _____ Model _____

Capacity _____ Year _____

Vehicle #6: Make _____ Model _____

Capacity _____ Year _____

(Attach list if more than 6 vehicles)

1.9.7 All bidders must have the capacity to remove and dispose of demolition debris. Bidder shall submit, with the bid, a statement of how this work will be performed. Include type of equipment to be used. If equipment is not owned, contractor must state source of supply and availability to the bidder.

1.9.8 Bidder must demonstrate a track record of responsiveness and quality work either with the PWD or with confirmed references for whom similar services and work volume has been provided.

Does Bidder have a minimum of five years prior experience with water service and sewer lateral repair services?

Yes _____ No _____ No. of Years _____

If yes, list the references to which you have provided similar services.

	Name and Address	**Date of Project**	**Project**	**Amount of # of Units**
1.	_____ _____ _____	_____	_____	_____
2.	_____ _____ _____	_____	_____	_____
3.	_____ _____ _____	_____	_____	_____

	Name and Address	Date of Project	Project	Amount of # of Units
4.	_____ _____ _____	_____	_____	_____
5.	_____ _____ _____	_____	_____	_____
6.	_____ _____ _____	_____	_____	_____

(Use attachments if necessary)

1.9.9 Bidder must demonstrate that he has instituted acceptable quality control procedures (e.g., effective on-site supervision) to produce the quality of workmanship that conforms with PWD standard of excellence. Bidder shall submit with the bid the methods and procedures that will be used to insure work quality.

1.9.10 Bidder must have the financial ability to pay crews, subcontractors, and suppliers during the project. To demonstrate this, bidder shall submit with their bid financial statements for the last two(s) years. The City reserves the right to require audited statements.

1.9.11 Bidder must have a sewer camera to view drainage lines, a drain cleaning machine, and related equipment associated to the proposed repairs assigned by the program, readily available upon request.

1.9.12 Bidder must have a digital camera and related equipment to take pictures of damaged items associated with failure of water/sewer infrastructure and damages caused by employees while performing their duties, at every job site, assigned by the program, readily available upon request.

1.9.13 Bidder should have the ability to process photographs of the property to show excavations and completed pipe connection and related repair work.

1.9.14 Failure to provide requested information in 1.9 may disqualify Vendor's bid.

1.10 **NON-MANDATORY PRE-BID MEETING**

A **NON-MANDATORY PRE-BID MEETING** for all interested parties will be held on **Thursday, April 7, 2016 at 1:00 PM** in the Bid Room, 1ST Floor, Room 170 at the Municipal Services Building, 1401 JFK Boulevard, 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 commitment by the City.

Attendance at this Pre-Bid Meeting is not a requirement for bidding.

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

SECTION 2: SPECIFICATIONS

2.1 **EMERGENCY ABATEMENT REPAIR PROGRAM**

2.1.1 **Sanitary/Storm Drainage Systems and Waterline Repairs and/or Replacement**

The successful Bidder(s) (hereinafter called "Vendor(s)") shall provide all labor, equipment, and materials to perform and complete repairs to the sanitary sewer laterals; storm sewer laterals; water service and supply lines; and all repairs associated with these types of plumbing conditions as part of PWD's Plumbing Repair Programs. The Vendor(s) should be prepared to provide these stated services to various customer locations as directed by PWD. Failure to comply with all provisions stated herein will be considered non-performance of this contract. Accordingly, the City may terminate this contract for successful bidder's non-performance.

2.1.2 **House Heater and Hot-Water Heater Repairs and/or Replacements**
The successful Bidder(s), (hereinafter called "Vendor(s)),” shall provide all labor, equipment, and materials to perform and complete repairs to the house heater and hot-water heater and all necessary components for repairs associated with these types of plumbing conditions as part of PWD’s Plumbing Repair Programs. The Vendor(s) should be prepared to provide these stated services to various customer locations as directed by PWD.

2.1.3 **Private Sewer Main and Private Water Main Repairs**
The successful Bidder(s) (hereinafter called "Vendor(s)”) shall provide all labor, equipment, and materials to perform and complete repairs to the private sanitary sewer; private storm sewer; private water main and all repairs associated with these types of plumbing conditions as part of PWD’s Plumbing Repair Programs. The Vendor(s) should be prepared to provide these stated services to various locations as directed by PWD.

2.2 **WORK SCOPE:**

PWD has established the Emergency Abatement Repair Program to handle emergencies in both residential and commercial properties. Emergencies under this program shall be defined as,

a. a PWD induced emergency due to a failure in one of PWD’s operating systems, (e.g. choked and/or defective main sewer or broken water main, hydrant lateral, or the like), usually the result of normal wear and tear and age of existing operating systems.

b. a PWD induced emergency due to damaged caused by a PWD employee while performing his or her duties or,

c. PWD acting as liaison to make repairs to a private sewer or water main, whereas the costs for the repairs are evenly distributed to each property connected to it.

PWD will not be responsible for any repairs/replacements not directly related to the failure of the City’s infrastructure and/or damage caused by an employee. Any additional unrelated work discussed between the Vendor and the customer would be the customer’s responsibility and is not, in any way, associated with PWD or the City of Philadelphia. PWD must be notified of any work performed for the customer and at the customer’s expense, while performing work in conjunction with work assigned by PWD.

The Program requires that the awarded Vendor(s) be available for immediate response as defined in Section 2.6.4 of this Invitation and Bid.

The Scope of Work includes but is not limited to the following:

a. Repairs, replacements, alterations and additions to the sanitary and storm drainage systems, including the main house drain(s), curb trap(s) (including fresh air inlet and cover) and, lateral(s).

b. Repairs, replacements, alterations and additions to the water line including the service line from the ferrule, curbstop (including curb box and cover),supply line to meter, meter and house ball valve(s), piping and accessories.

c. Repairs, replacements, alterations and additions to house heater(s) and hot water heater(s) will be paid at the predetermined costs as stated in Section 2.9. Installation of new house heaters cost include an auto-feed, mandatory new expansion tank and low water cut-off. Any additional work or materials that are required, but not included in the normal scope of work for the repair or replacement of a house heater and/or hot-water heater, must be approved prior to making the repair or replacing for cost consideration.

d. Repairs, replacements, alterations, and additions to the private sanitary and storm sewers, to include cleanouts and repairs, replacements, alterations, and additions to private water mains, to include curb boxes, curb stops, and covers, as well as any other associated piping and accessories necessary for this type of work, includes labor (which encompasses excavation) and materials.

e. Excavation, back-filling and tamping in connection with work under this Section.

f. Cutting in the existing work required and cost of patching with the same.

g. Performance tests for all materials furnished or installed under this Section.

h. Dye testing of storm and sewer laterals in separate sewer areas.

i. Cementing and/or restoring excavated area on footway to its original state, with like materials.

j. Backhoes are granted for laterals and curb trap’s which are greater than 8’ in depth. Any others uses for backhoes must be approved at PWD’s discretion.

2.3 **STANDARDS:** The successful bidder shall provide all supervision, skilled labor, materials, supplies, tools, equipment and all incidental items, not specified, but reasonably implied or necessary to satisfactorily complete all emergency abatement repair work at various sites as directed by PWD representative(s). The Vendor(s) will be required to follow these standards and work protocols:

a. **Materials and Equipment:** All materials and equipment shall be new, and of the latest design. All apparatus shall fit into available spaces in the structure. All equipment normally requiring service shall be accessible.

b. **Visit to the Site:** The Vendor(s) shall have visited the site and have determined all conditions on which work is in any way dependent, and shall have made all provisions necessary for the best workmanship and operation of plumbing systems.

No consideration or allowance beyond the prices set in the worksheets **(Attachments B-1 through B-3)** for pricing will be granted for failure to visit the site and so act.

c. **Prior to Commencement of Work (Work Etiquette):** When required to enter a customer's property to perform repairs, contractors are responsible for protecting customer's flooring (to include carpeting) by covering any walkways leading to the work area with plastic or paper runners. If work in progress must stop for any reason, the ordering agency must be notified immediately.

d. **Certifications/Licenses/Permits/Fees:** The Vendor(s) shall obtain all permits and inspection certificates, and pay all fees. All personnel engaged in the maintenance activities of this contract shall possess certificates of training, licenses, permits, and bonding as required by the City, State and any other local jurisdictions and as specified for each activity in which they will be directly engaged or supervised. All certificates of training, licenses, permits and bonds shall be current and valid during the life of the contract, including any renewal terms.

e. **Codes and Ordinances:** The Vendor(s) shall perform work in accordance with all applicable codes, laws, by-laws, ordinances, rules and regulations, and requirements of the local, state and federal authorities and best commercial practices in effect at the time of the execution of the work.

f. **Pipe and Fitting Materials:** Pipe and fitting materials shall conform to the latest issue of American Standards Association (ASA), American Society for Testing Material (ASTM), and American Water Works Association (AWWA).

g. **Testing and Cleaning Piping Systems:** After installation, all piping systems shall be inspected, tested for leaks, and proven tight. All foreign substances that may have accumulated in the systems during installation shall be completely removed. Domestic water piping shall be cleaned in accordance with the local municipal Code and AWWA C601.

h. **Shoring:** The Vendor(s) shall strictly follow all Occupational Safety and Health Association (OSHA) and City of Philadelphia site safety requirements, including trench and shoring, usually 4-5 feet, depending on the type of soil. There will be no additional cost consideration for shoring.

i. **Backfill and Tamping:** Excavation should be backfilled with 2A and/or clean fill, and pneumatically or mechanically tamped after every 6-8 inch lifts. Excavations **should not** be filled in with sub-standard materials (i.e. mud, workspoils/debris, asphalt, rock, or concrete).

j. **Core Drilling:** When creating a new entry into the sewer (meaning, in a different location and not using existing entry), it is necessary to seal off the existing entry and core drill a new entry into the sewer, unless instructed otherwise by PWD's Sewer Maintenance Unit. After core drilling, a concrete collar must be set in place and plated for 24 hours before backfilling excavation. If the sewer is found to be in a compromised state, the Vendor must contact the Sewer Maintenance Unit before commencement of any work.

k. **Variances from Work Order Request:** The Vendor(s) shall be responsible for contacting the PWD representative for approval prior to undertaking any work not included in the original work order request. **(Reference is made to Attachment C-1).**

2.4 **PRODUCTS AND SYSTEMS:** The Vendor(s) shall supply and install products and systems in accordance with the Philadelphia Plumbing Code, Building Officials and Code Administrators (BOCA) and all applicable codes and statutes. Specific requirements related to this project include but are not limited to:

2.4.1 **Sanitary Waste, Vent and Storm Water Drainage Systems:**

Minimum main house drain, curb trap, and fresh air inlet shall be 4 inches. Normal slope of drain line shall be 1/4 inch fall per foot. Use 1/8 inch fall per foot slope only if sewer connection cannot be made at normal slope and only with prior approval from the City's Department of Licenses and Inspection (L&I).

Clean outs shall be provided in the main drain line at 90 degree turns and not more than 50 ft. apart and at the foundation wall.

2.4.2 **Waste System Piping Materials:**

Underground piping serving conventional fixtures and underground rain water piping shall be uncoated service weight, cast iron bell and spigot pipe and fittings conforming to ASTM A74.

Above-ground soil pipes, drains and vents shall be ABS Schedule 40, or PVC Schedule 40.

2.4.3 **Domestic Water Piping Systems:**

Minimum water service size shall be 3/4 inch, and shall include ball valves on both sides of the water meter.

2.4.4 **Domestic Water Piping System Materials:**

Underground water service shall be type "K" copper with cast brass or wrought copper fittings conforming to ASTM B88.

Above ground piping shall be type "L" copper with wrought copper fittings conforming to ASTM B88.

2.4.5 **Installation of Extendable Backwater Valves:**

At the discretion of PWD, contractor must replace existing backwater valve, in or around designed properties as deemed necessary. Charge will be stated at the time service is required.

2.5 **EXECUTION:**

2.5.1 Install all plumbing in strict compliance with manufacturer's instructions. Provide complete operating systems, furnish all necessary fittings, valves, hangers, supports and specialties required, and run all piping in a workman like manner in accordance with the best practice of the trade and the latest code requirements.

2.5.2 Support soil line in basement on stuccoed, solid masonry piers.

2.5.3 Soldered joints shall be fully sweated and wiped clean.

2.5.4 Leaded joints shall be fully leaded and packed to consolidate lead.

2.5.5 All debris must be removed from the site and the site is to be left broom clean. Excavated turf areas must be tamped, re-graded, and free of debris. Contractor must return to the site and re-grade any turf areas if soil depression or subsidence occurs within one year of the date of work completion.

2.5.6 Concrete and brick walkways must be replaced with like material. Partial excavations are only accepted when found pre-existing or if the block exceeds forty-two (42) square feet. Otherwise, when pavement is fully excavated, it must be replaced with full blocks of new concrete on footway and, if necessary, the curb if applicable.

2.5.7 All street openings must be back filled, tamped, and temporarily patched with bituminous cold patch in accordance of Streets Department standards. Trenches must be maintained for thirty (30) days from the date of the completion of repairs.

Streets Department must be notified upon completion of repairs via electronic method via www.phila.gov/streets/backfill **(Reference is made to Attachments D1 through D4).**

2.6 **PROGRAM PROCEDURES:**

Through this Invitation to Bid, the Vendor(s) and the City will enter into a contract that will allow PWD to issue purchase orders for services on an as needed basis, under the following conditions:

2.6.1 PWD's staff will identify eligible properties that require abatementor emergency repairs.

2.6.2 PWD's Contractor Selection System will select Vendor(s) to perform there pair work at the eligible customers' properties on a rotating basis. This system analyzes the sequence of Vendor(s) previously selected, the number of each Vendor's outstanding work orders and the amount remaining in each Vendor(s) contract.

The City reserves the right not to issue additional work order(s) if Vendor(s) have open work orders past the required completion date(s).The City reserves the right to select Vendor(s) without the use of the system in the event of emergency situations.

2.6.3 The selected Vendor(s) may be given a verbal work order and/or sent a work order **(Reference is made to Attachments A1 and A2)** via email ("Emailed Work Order") indicating the type of repair work that is needed, the cost cap for this type of work, and the date that the Work Order will expire (i.e., the time frame in which the repair is required to be made).

2.6.4 The Vendor shall, if requested by the PWD representative, visit the site to determine the services needed within two (2) hours of receipt of the Emailed Work Order or direct phone call, and repair work should commence within four (4) hours. All emergency work must be completed within one (1) to two (2) business days. At the City's discretion, completion dates may be extended. For street or footway openings that must be coordinated with PENNDOT, SEPTA, Philadelphia Parks & Recreation for tree removal(s); and PECO for shoring of poles; the Vendor(s) may request an additional time allowance.

2.6.5 The Work Order will reference the terms and conditions of this Bid Specification, including the costs for each work item as well as the predetermined hourly labor rates and a material mark ups (for time and material items only).

2.6.6 Work not begun or completed by the agreed upon time, without an authorized time extension by PWD, may be canceled by PWD. If a service cannot be performed within the required time, PWD has the option to rescind the Work Order and/or order the service from another plumber, and charge the selected Vendor(s) for the difference in cost between that plumber and the costs.

PWD will inspect all work upon completion and either approves the work for payment or issue a punch list for corrective measures needed. Vendor(s) are required to notify PWD of the date and time that they will be ready for a PWD inspection and **wait** for the PWD representative before the trench can be backfilled.

2.6.7 Upon completion of each Work Order, the Vendor(s) will invoice PWD for the work performed, listing the address and the amount of the invoice as determined by the unit prices. Within ten (10) days of completing the work the Vendor(s) shall provide information detailing all work completed along with all applicable permits. The receipt of this report by PWD will constitute a request for final inspection and payment by the contractor.

2.6.8 The invoice for the work will be paid in full by the City of Philadelphia after completion of the work and any punch items, and upon review of submitted documentation that is acceptable to the City. No interim or progress payments will be made.

2.6.9 Vendor(s) agrees not to bring suit or seek judgment of any kind against the City and/or the properties or owners thereof, for any work related to Bid No. S7YK1220, for Lateral and Water Repairs Service for the City of Philadelphia.

2.6.10 The Vendor(s) shall maintain continuous telephone service (local or toll free number) where he can be reached twenty-four (24) hours each day, seven (7) days per week (Sundays and Holidays included) and shall provide to the City agencies ordering services hereunder the names and telephone numbers of at least two(2) persons to contact for services:

Name_____ Name_____

Phone#_____ Phone#_____

Cell Phone#_____ Cell Phone#_____

Email_____ Email_____

2.6.12 The Vendor(s) shall maintain continuous email services whereas emailed Work Orders can be received twenty-four hours each day, seven days per week (Sundays and Holidays included)and shall provide to PWD, and shall continually update, the email address.

2.7 **SUPERVISION OF PERSONNEL**

2.7.1 The successful bidder shall supervise all service personnel so that at all times they present a neat appearance and their movement in the buildings are within the requirements of their work.

2.7.2 All service personnel performing repairs must wear a standard uniform that clearly displays the name and logo of the successful bidder.

2.7.3 PWD may assign a representative to accompany the service personnel.

2.7.4 All personnel shall be capable employees, thoroughly trained and qualified in the work assigned to them. Throughout the life of the contract, all vendor personnel providing on-site service must meet all requirements for training, certification and licensing.

2.7.5 All personnel must observe all regulations in effect at PWD. Under no circumstances shall such persons be deemed to be employees of the City or PWD. The vendor and his/her employees shall not represent themselves as employees of the City or PWD.

2.8 **SAFETY PROVISIONS**

The Vendor(s) shall, at all times, comply with requirements of the **Occupational Safety and Health Act of 1970 (OSHA).** The Vendor(s) shall practice and follow all heating and plumbing, as well as street and excavation safety, guidelines. This includes, but is not limited to, the required guidelines and safety provisions referencing plumbing and heating, set forth in accordance with Federal Emergency Management Association (FEMA), U.S. Environmental Protection Agency (EPA), (L&I) Licenses and Inspections and the Philadelphia Plumbing Code. The contractor shall in the performance of his work follow all standard safety practices of the trades. The use of Personal Protection Equipment (PPE) must be incorporated.

Additionally, if prior to, or during the course of carrying out any work, items are discovered which are unsafe, or may cause unsatisfactory operation, the Vendor(s) shall bring such matters to the attention of the PWD representative without delay.

2.8.1 **Restricted Access**
No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present unsafe or unhealthy conditions to the public or building occupants.

When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under, or over the work area, use appropriate alternate precautions such as the posting of signs, the use of signal persons, and the erection of barricades or similar protection around particularly hazardous operations.

2.9 **COST OF SERVICE**

Bidder agrees to perform work for the prices indicated. Any bids that propose other prices will be deemed non responsive. **There will be no opportunity to negotiate prices based on field conditions. (Reference is made to Attachments B1, B2 and B3 for Rates).**

2.10 **PRICING**

Vendor(s) must submit labor rates per hour and material costs (Vendor(s) actual acquisition cost) for services not included on itemized worksheet. The pricing for specified services on worksheet includes labor and materials and are quoted for services billed during normal business hours (up to 6pm), to include Saturday and Sunday **(Reference is made to Attachments B1, B2 and B3 for rates).** Vendor(s) will receive premium rates for services performed beyond 6pm.

2.10.1 MATERIALS (when billable) SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER (as shown on supplier's invoice(s)/receipt(s)) +10% MARK-UP (to be supported by supplier's invoice(s)/receipt(s)). Vendor must submit a copy of original supplier's invoice(s)/receipt(s) with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier + 10%. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

2.11 **TERMINATION FOR CAUSE**

In addition to the requirements of the specifications and the attached "Terms and Conditions of Bidding and Contract", the City reserves the right to terminate the contract if the successful Vendor(s) fails to perform service on three (3) consecutive work order requests or any five (5) out of ten (10) work order requests.

2.12 **TERMINATION FOR CONVENIENCE**

The City shall have the right to terminate this contract at any time during the term of the contract, for any reason, including, without limitation, its own convenience. If the contract is terminated solely for the City's convenience, the City shall issue a written termination notice, which shall set forth the effective date of the termination.

2.13 **WARRANTY**

The Vendor(s) shall warrant all labor and materials for a period of one year against defects in materials, and/or workmanship and will honor the manufacturer's warranties for the life of the warranty, charging only for labor at the rate specified in the bid. The warranty shall be for the benefit of the property owner and the City of Philadelphia.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

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

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

3.2 **AWARD:**

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s).

3.2.2 In the event that the City receives bids from more than twenty (20) responsive and responsible bidders, the award procedure will be as follows:

From the responsive and responsible bidders, the City will randomly select twenty (20) bidders who will be designated as primary Vendor(s). From the remaining pool of responsive and responsible bidders, the City will select up to a maximum of ten (10) additional bidders who will be designated as secondary Vendor(s).

3.2.3 In the event that a primary Vendor(s) is declared ineligible to perform service under the contract, a replacement secondary Vendor(s) will be added to the primary Vendor(s) list in the order selected.

3.2.4 **EVALUATION AND AWARD**

In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the LBE will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If the bid is awarded as a whole or by section, the local bid preference may be applicable. If the bid is awarded by line item, the local bid preference is not applicable.

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

3.2.5 **PERFORMANCE SECURITY**

In this bid, Performance Security in the amount of $25.00 is required as outlined in paragraph 13 of "SS&E Terms and Conditions of Bidding and Contract".

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

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

In accordance with Philadelphia Code Section 17-104 (2), the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any false certification or representation in connection with this disclosure and/or any failure to comply with these requirements shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable.

In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

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

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

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

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

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

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

3.2.7 **INSURANCE:**

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

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 **CITY OF PHILADELPHIA RESPONSIBILITY**

4.1.1 **Order Against Contracts**

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

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.

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.

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

4.2.4.1 **Liquidated Damages**:
Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the Vendor(s) liquidated damages of $100.00 for each event or omission per day until such actions are remedied by the Vendor(s):

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

4.2.4.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare Vendor(s) in default and exercise all available rights and remedies available under the law.

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

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

4.2.5 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.

4.2.11 **Invoices/Receipts**

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

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

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

4.2.12 **Payments to OEO Subcontractors**

The below applies to all Invitation and Bids (I & B) containing OEO Participation Requirements:

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

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

Failure to comply with the City's payment reporting process may be considered an Event of Default.

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

ATTACHMENT A-1

Philadelphia Water Department
Emergency Abatement Repair Program
Emergency_____Work Order

Work Order #: **Date:** **Time:**
Expiration Date: **P.O. Number:**

Call PWD Customer Field Services with scheduled repair date and any work order changes

Job Desc.:

Special Instructions:

Contractor **Property**

Home Phone:
Other Phone:

Philadelphia Water Department (PWD) authorizes the aboved named plumbing contractor ( ) to perform plumbing repair work for the above named Property Owner at the listed property.

The emergency abatement work should be completed in accordance with the attached scope of work. Repairs should be completed for the prices listed within the current contract agreement unless otherwise noted and approved by the Manager of Customer Field Services

Contractor is prohibited from providing any repair work outside the attached scope of work unless it is authorized by the Inspector and approved by the Customer Field Service Manager.

The repair work must be completed within 24-48 hours from the date issued unless otherwise noted by the Supervisor

Invoices with supporting documentation including the Work Order shall be submitted within TEN (10) days of the completion of the repairs to:

Philadelphia Water Department

Customer Field Services
29th & Cambria Streets
Philadelphia, PA 19132
(215) 685-9651

Accounting - 5th Floor
1101 Market Street
Philadelphia, PA 19107
(215) 685-6181

ATTACHMENT A-2

Philadelphia Water Department
Emergency Abatement Repair Program
Emergency _____ Work Order

Work Order #: **Date:** **Time:** ,
Expiration Date: **P.O. Number:**

Call PWD Customer Field **Services with scheduled repair date and any work order changes**

Job Desc.:

Special Instructions:

Contractor **Property**

Home Phone:
Other Phone:

TOTAL>>>:

ATTACHMENT B-1

PHILADELPHIA WATER DEPARTMENT EMERGENCY ABATEMENT REPAIR PROGRAM		AUTHORIZED BY CUSTOMER FIELD SERVICES
INVOICE NUMBER:	WORK ORDER NUMBER:	CONTRACTOR:
ADDRESS / LOCATION:		DATE:

WORK ORDER FORM

REPAIR DESCRIPTION		DATE WORK CONDUCTED	STANDARD UNIT PRICE	SATURDAY UNIT PRICE	SUNDAY UNIT PRICE	Cost
Replace Water Supply &/or Service Line (Including Water Box):						
(NOTE CONTRACTORS: New curb boxes and fresh concrete are indicators that only a half-service may be needed.)						
3/4" K - Copper Lines						
Curb to House (up to 12 ft. of 3/4" K copper)		_____	$1,135.00	$1,655.00	$2,175.00	$ _____
Curb to Main (up to 12 ft. of 3/4" K copper)		_____	$1,640.00	$2,160.00	$2,680.00	$ _____
Main to Meter (up to 24 ft. of 3/4" K copper)		_____	$2,530.00	$3,310.00	$4,090.00	$ _____
Footway Curb to Main (up to 3 ft. loop of 3/4" K copper)		_____	$1,020.00	$1,540.00	$2,060.00	$ _____
Footway Main to Meter (up to 15 ft. of 3/4" K copper)		_____	$1,795.00	$2,315.00	$2,835.00	$ _____
Internal 3/4" K copper	Total ln. ft: _____	_____	$11.00	$12.00	$13.00	$ _____
External 3/4" K copper	Total ln. ft: _____	_____	$55.00	$58.00	$60.00	$ _____
3/4" K copper (in same ditch as lateral)	Total ln. ft: _____	_____	$55.00	$58.00	$60.00	$ _____
1" K - Copper Lines						
Curb to House (up to 12 ft. of 1" K copper)		_____	$1,335.00	$1,855.00	$2,375.00	$ _____
Curb to Main (up to 12 ft. of 1" K copper)		_____	$1,840.00	$2,360.00	$2,880.00	$ _____
Main to Meter (up to 24 ft. of 1" K copper)		_____	$2,900.00	$3,680.00	$4,460.00	$ _____
Footway Curb to Main (up to 3 ft. loop of 1" K copper)		_____	$1,185.00	$1,705.00	$2,225.00	$ _____
Footway Main to Meter (up to 15 ft. of 1" K copper)		_____	$2,145.00	$2,665.00	$3,185.00	$ _____
Internal 1" K copper	Total ln. ft: _____	_____	$13.00	$14.00	$15.00	$ _____
External 1" K copper	Total ln. ft: _____	_____	$57.00	$60.00	$63.00	$ _____
1" K copper (in same ditch as lateral)	Total ln. ft: _____	_____	$57.00	$60.00	$63.00	$ _____
1 1/2" K - Copper Lines						
Curb to House (up to 12 ft. of 1 1/2" K copper)		_____	$1,740.00	$2,260.00	$2,780.00	$ _____
Curb to Main (up to 12 ft. of 1 1/2" K copper)		_____	$2,230.00	$2,750.00	$3,270.00	$ _____
Main to Meter (up to 24 ft. of 1 1/2" K copper)		_____	$3,635.00	$4,415.00	$5,195.00	$ _____
Footway Curb to Main (swing joint, 1 1/2" K copper)		_____	$1,555.00	$2,075.00	$2,595.00	$ _____
Footway Main to Meter (swing joint + up to 12 ft. of 1 1/2" K copper)		_____	$2,810.00	$3,330.00	$3,850.00	$ _____
Internal 1 1/2" K copper	Total ln. ft: _____	_____	$21.00	$22.00	$23.00	$ _____
External 1 1/2" K copper	Total ln. ft: _____	_____	$65.00	$69.00	$72.00	$ _____
1 1/2" K copper (in same ditch as lateral)	Total ln. ft: _____	_____	$65.00	$69.00	$72.00	$ _____
2" K - Copper Lines						
Curb to House (up to 12 ft. of 2" K copper)		_____	$1,970.00	$2,490.00	$3,010.00	$ _____
Curb to Main (up to 12 ft. of 2" K copper)		_____	$2,460.00	$2,980.00	$3,500.00	$ _____
Main to Meter (up to 24 ft. of 2" K copper)		_____	$4,060.00	$4,840.00	$5,620.00	$ _____
Footway Curb to Main (swing joint, 2" K copper)		_____	$1,730.00	$2,250.00	$2,770.00	$ _____
Footway Main to Meter (swing joint + up to 12 ft. of 2" K copper)		_____	$3,190.00	$3,710.00	$4,230.00	$ _____
Internal 2" K copper	Total ln. ft: _____	_____	$26.00	$27.00	$28.00	$ _____
External 2" K copper	Total ln. ft: _____	_____	$70.00	$74.00	$77.00	$ _____
2" K copper (in same ditch as lateral)	Total ln. ft: _____	_____	$70.00	$74.00	$77.00	$ _____
Replace Storm/Sewer Lateral, Curb Trap, &/or Main House Drain (Including Fresh Air Inlet):						
Note Approx. location of lateral break or subsidence_____						
Replace Storm/Sewer						
Curb Trap: Sanitary only (4" or 5"), including fresh air inlet		_____	$1,245.00	$1,765.00	$2,285.00	$ _____
Curb Trap: Storm only (6"), including fresh air inlet		_____	$1,410.00	$1,930.00	$2,450.00	$ _____
Curb Traps: Sanitary (4" or 5") & Storm (6") in same ditch		_____	$2,455.00	$2,975.00	$3,495.00	$ _____
Lateral: Sanitary only, Curb Trap to Main Sewer (up to 8 ft. Cast Iron)		_____	$2,080.00	$2,860.00	$3,640.00	$ _____
Lateral: Storm only, Curb Trap to Main Sewer (up to 8 ft. Cast Iron)		_____	$2,245.00	$3,025.00	$3,805.00	$ _____
Laterals: Sanitary & Storm in same ditch (up to 8 ft. each Cast Iron)		_____	$3,005.00	$4,085.00	$4,645.00	$ _____
Curb Trap & Lateral: Sanitary only (up to 8 ft. Cast Iron)		_____	$3,110.00	$3,890.00	$4,670.00	$ _____
Curb Trap & Lateral: Storm only (up to 8 ft. Cast Iron)		_____	$3,490.00	$4,270.00	$5,050.00	$ _____
Curb Traps & Laterals: Sanitary & Storm in same ditch (up to 8 ft. each Cast Iron)		_____	$5,315.00	$6,395.00	$7,475.00	$ _____

ATTACHMENT B-2

REPAIR DESCRIPTION		DATE WORK CONDUCTED	STANDARD UNIT PRICE	SATURDAY UNIT PRICE	SUNDAY UNIT PRICE	Cost
Replace Storm/Sewer Lateral, Curb Trap, &/or Main House Drain (Including Fresh Air Inlet): Continued						
Over 8 ft. Cast Iron (4" or 5")	Total ln. ft: _____	_____	$85.00 ln. ft	$90.00 ln. ft	$95.00 ln. ft	$ _____
Over 8 ft. Cast Iron (6")	Total ln. ft: _____	_____	$110.00 ln. ft	$115.00 ln. ft	$120.00 ln. ft	$ _____
Cast Iron Pipe (8")	Total ln. ft: _____	_____	$165.00 ln. ft	$175.00 ln. ft	$185.00 ln. ft	$ _____
Cast Iron Pipe (10")	Total ln. ft: _____	_____	$325.00 ln. ft	$340.00 ln. ft	$365.00 ln. ft	$ _____
Cast Iron Pipe (12")	Total ln. ft: _____	_____	$375.00 ln. ft	$390.00 ln. ft	$415.00 ln. ft	$ _____
Depth over 12 ft.	Total ln. ft: _____	_____	$150.00 ft.	$160.00 ft.	$170.00 ft.	$ _____
Camera: Video (approval required)			$275.00	$340.00	$405.00	$ _____
Cast Iron Fitting		_____	$100.00			$ _____
Clean Storm/Sewer (approval required):						
Used Electric Snake to clean (only)		_____	$150.00	$215.00	$280.00	$ _____
Used Electric Snake to clean (during repair)		_____	$85.00	$120.00	$150.00	_____
Used Jet Machine to clean (first 4 hours, + $150 / addl hr)	Total Hrs: _____	_____	$650	$910	$1,170	$ _____
House & Hot Water Heater (Repair or Replacement):						
(NOTE CONTRACTORS: Inspect & relight is included in cost for new installation.)						
House Heaters						
Inspect and Relight (not chargeable if replacing)		_____	$65.00	$75.00	$80.00	$ _____
Replace Heater Gas Fired 80 + % AFUE		_____	$3,000.00	$3,780.00	$4,560.00	$ _____
Replace Heater Directed Vented		_____	$3,000.00	$3,780.00	$4,560.00	$ _____
Replace Heater Oil Fired 82 + % AFUE		_____	$3,700.00	$4,480.00	$5,260.00	$ _____
Heating Boiler Water (up to 120 MBTU)						
Gas Fired 80% AFUE with tight closing vent damper		_____	$4,900.00	$5,680.00	$6,460.00	$ _____
Oil Fired 80% AFUE with air inlet damper (steam)		_____	$5,100.00	$5,880.00	$6,660.00	$ _____
All heating units add $200.00 per 50,000 BTU above 120,000				Total BTUs: _____		$ _____
Hot Water Heaters						
Inspect and Relight (not chargeable if replacing)		_____	$65.00	$75.00	$80.00	$ _____
Replace Heater (Gas, 40 gal.)		_____	$800.00	$1,060.00	$1,320.00	$ _____
Replace Heater (Gas, 50 gal.)		_____	$850.00	$1,110.00	$1,370.00	$ _____
Replace Heater (Electric)		_____	$900.00	$1,160.00	$1,420.00	$ _____
Use labor and material cost listed below for Heater Repair (House and/or Hot Water)						
Cement: 4"	Total sq. ft.: _____		$10.00 sq. ft.			$ _____
Cement: 6" (Driveway)	Total sq. ft.: _____		$13.00 sq. ft.			$ _____
Curbing (actual)	Total ln. ft.: _____		$40.00 ln. ft.			$ _____
Cost of Backhoe			$600.00			$ _____

Note: All costs include labor and materials. Additional labor will be paid only if deemed necessary by Philadelphia Water Department; prior authorization must be given. In addition, you must provide an itemized list with costs for consideration when other work is required.

Material cost: Actual cost $_____ 10% Mark-up $_____ Total $ _____

Emergency Labor Costs: (upon approval by Philadelphia Water Personnel, must also submit an Additional Hours Labor Form)

Standard	# hours _____ x $65 / hour	$ _____
After 6:00 PM	# hours _____ x $70 / hour	$ _____
Saturday or after 9:00 PM	# hours _____ x $75 / hour	$ _____
Sundays or Major Holiday	# hours _____ x $80 / hour	$ _____

Permit Costs:

Street	$550.00 + $ _____ additional _____ sq. ft.	At Cost	$ _____
Footway		$25.00	$ _____
Ferrule	Size: _____	At Cost	$ _____
Plumbing		At Cost	$ _____

TOTAL ☐ **see page 3 for Grand Total** $ _____

AUTHORIZATION GIVEN BY	PAYROLL #	DATE

CONTRACTOR'S SIGNATURE	DATE

ATTACHMENT B-3

REPAIR DESCRIPTION		DATE WORK CONDUCTED	STANDARD UNIT PRICE	SATURDAY UNIT PRICE	SUNDAY UNIT PRICE	Cost
Miscellaneous Costs Items:						
Private Sewer: Install Cleanout only (no additional excavation work, up to 12 ft.)		_____	$1,150.00			$ _____
Private Sewer: Replace / Install Cleanout (in ditch with repair)		_____	$750.00			$ _____
Private Sewer Repair: 6" (up to 8 ft. each Cast Iron)		_____	$2,355.00	$3,135.00	$3,915.00	$ _____
Private Sewer Repair: 8" (up to 8 ft. each Cast Iron)		_____	$2,610.00	$3,390.00	$4,170.00	$ _____
Private Sewer Repair: 10" (up to 8 ft. each Cast Iron)		_____	$3,035.00	$4,115.00	$4,675.00	$ _____
Private Sewer Repair: 12" (up to 8 ft. each Cast Iron)		_____	$3,435.00	$4,215.00	$4,995.00	$ _____
Seal Abandoned Lateral		_____	$1,000.00			$ _____
Seal Abandoned Lateral (each additional in same ditch)	Total #: _____	_____	$350.00 / each			$ _____
Make Lateral Flush with Sewer		_____	$1,295.00			$ _____
Restore Water at Ferrule (only when no additional work required)		_____	$1,000.00			$ _____
Service Call (when repairs are not required)	Total Hrs: _____	_____	Hourly rate (up to 2 hours)			$ _____
Replace Meter Valve		_____	$135.00			$ _____
ADDITIONAL WORK IF REQUIRED (Attention: Upon Supervisory Approval)						_____
PVC Soil Pipe	Total ln. ft: _____	_____	$15.00 ln. ft.			$ _____
PVC Soil Fitting	Total #: _____	_____	$45.00 each			$ _____
Repair/Clean Yard Trap Drain (Front / Rear)	Total #: _____	_____	$95.00 each			$ _____
Replace Rain leader Cesspool		_____	$690.00			$ _____
Replace Rain leader Less Cesspool		_____	$630.00			$ _____
Replace Rain leader Thru Wall		_____	$320.00			$ _____
Replace cast iron under basement floor (including excavating concrete)		_____	$65.00			$ _____
Install Laundry Tray/Stand Pipe		_____	$65.00			$ _____
Replace Soil Pipe (cast iron above ground)	Total ln. ft: _____	_____	$25.00 ln. ft.			$ _____
Repair Area Drain		_____	$320.00			$ _____
Replace Downspout	Total ln. ft: _____	_____	$5.00 ln. ft.			$ _____
Replace Domestic Supply Line 1/2"	Total ln. ft: _____	_____	$7.00 ln. ft.			$ _____
Replace Domestic Supply Line 3/4"	Total ln. ft: _____	_____	$8.00 ln. ft.			$ _____
Install 2" PVC Sink Vent (2 Story)		_____	$230.00			$ _____
Install 2" PVC Sink Vent (3 Story)		_____	$345.00			$ _____
Install New Kitchen Sink Drain		_____	$115.00			$ _____
Install Sink Trap & Tail piece	Total #: _____	_____	$55.00 each			$ _____
Replace Concrete Steps, w/ bullnose	Total ln. ft: _____	_____	$55.00 ln. ft.			$ _____

CARRY OVER BALANCE FROM PAGE 2 $ _____

GRAND TOTAL $ _____

AUTHORIZATION GIVEN BY	PAYROLL #	DATE

CONTRACTOR'S SIGNATURE	DATE

ATTACHMENT C-1

REQUISITION FOR ADDITIONAL HOURS

Bill To:

Philadelphia Water Department
Customer Field Services Unit
Emergency Abatement Repair Program
N. 29th Street & W. Cambria Street
Philadelphia, Pa 19132

Attention:

Ramona Watson-Mack

Work Order # _____ Date: _____

Work Order Location: _____

Explain why additional hour are required outside the normal scope of work: _____

	DATES	# OF WORKERS	# OF HOURS AT $65/HR	TIME WORKED (START & FINISH)	TOTAL HOURS	TOTAL AMOUNT ($)
DATE						
DAY						
DATE						
DAY						
DATE						
DAY						
DATE						
DAY						
DATE						
DAY						
DATE						
DAY						
AT $70/HOUR						
DATE						
DAY						
AT $75/HOUR						
DATE						
DAY						
AT $80/HOUR						
DATE						
DAY						

Grand Total: $ _____

PWD Representative _____ Payroll Number _____ Date _____

ATTACHMENT D-1

REGULATIONS

Department of Streets Regulations
For Opening and Restoring Street Openings

OPENINGS

Before proceeding with the opening of a street, the area immediately adjacent to the work site shall be made safe with lights, barricades or other devices approved by the Streets Department to insure the safety of the motoring public, pedestrians, and individuals doing the work.

The equipment being used, whether stationary, such as a compressor, or active, such as a backhoe, shall be located and operated in a manner such that it may effectively be used to accomplish its designated work but at the same time its location and operation should offer a minimum of interference with vehicular and pedestrian traffic.

The material removed from the ditch shall be piled in a location adjacent to the ditch so that it does not interfere with vehicular and pedestrian traffic. Excavated materials in excess of the amount needed for backfill shall be removed and the street cleaned.

The top of a tunnel in a paved street shall not be less than five feet from the surface of the street and the tunnel shall not extend more than five feet from the curb.

No trenches or excavations shall be left open overnight unless approved by the Chief Highway Engineer. Open excavations shall be protected with concrete jersey barriers, steel plates, or other methods approved by the Chief Highway Engineer. Steel plates shall be pinned in each corner with a smooth headed pin that does not protrude above the plate more than 0.5 inches. The pins must extend into the street surface at least 3 inches. The plate must extend at least 12 inches beyond the edge of the excavation in all directions. The plate must be ramped with asphalt at least 6 inches wide. The plate must be removed immediately upon completion of permanent restoration.

BACKFILLING

Ditches and other street openings shall not be backfilled until all tests required by the various utility companies and/or the Water Department have been completed.

Trenches and other street openings shall be carefully backfilled with materials approved by the Streets Department and shall be equivalent to clean excavated soil, loam, sandy clay, sand and gravel.

The backfill shall be thoroughly compacted in layers not exceeding six inches by rolling tamping with mechanical rammers or by hand tamping with heavy iron tampers.

Upon completion of the backfill the street opening shall be made safe by topping the dirt backfill with an asphaltic cold mix paving material in a level plane with the surrounding roadway surface and not creating a hump or depression in the restoration area.

The refilling of all tunnels shall be thoroughly compacted by ramming. The surface over tunnel shall be broken down if required by the Streets Department, the opening shall be refilled and the refilling thoroughly compacted by ramming.

RESTORATION

Before restoration of the pavement, the base course shall be cut back six inches wider than the original opening on all sides. If the edge of the base course adjacent to and paralleling the curb is within two (2) feet of the edge of the paving or curb, after cut back, the paving shall be removed between the edge of the cut back and edge of paving or curb. The surface course shall be cut back six inches from the outer edge of the original opening. The thickness of the base course restoration shall equal the thickness of the existing pavement but shall not be less than eight inches in depth. This same depth applies to streets with stone black base or other types of temporary paving base. The concrete shall be brought up to the same level as the existing base course.

Just prior to the application of the asphalt top to the ditch, all exposed vertical surfaces of existing binder and surface course shall be painted with hot asphaltic cement. The surface of the concrete base shall be thoroughly cleaned and the application of a tack coat of bituminous material E-1 (AASHO Equivalent RS-1) in the amount of 1/15 of a gallon per square yard shall be applied.

Asphaltic binder shall be then installed up to one inch from the existing roadway surface and compacted, using either an approved mechanical roller or hot iron tampers weighing not less than 25 pounds.

The finished or wearing surface of the restored ditch shall match in kind the existing roadway surface pavement. It shall be installed and compacted in the same manner as the asphaltic binder. The topped-off ditch shall have a smooth surface showing no evidence of honeycomb, roller or iron marks.

After topping is completed the seam between the existing surface course and the newly restored top shall be neatly sealed with asphaltic cement. If the ditch is to be immediately opened to traffic, dry sand, or Portland cement shall be evenly spread over the newly installed seal to prevent it being picked up or spread by automobile tires.

If restoration is to be in finished concrete roadway paving, the dimensions shall be the same as for base restoration. The finished edge of restoration in concrete pavement shall be made with a concrete saw just prior to the paving operation. The minimum depth of cut shall be 1½ inches.

TIMING OF RESTORATION

Between July 1 and November 30 of each year, permanent restoration of all street openings less than twenty-five square yards in size shall be preformed within thirty (30) days after backfilling. Between December 1 and March 31 of the following year, if inclement weather does not allow permanent restoration, street openings may be temporarily restored with cold patch and maintained until permanent restoration is preformed.

SPECIAL SITUATIONS

There will be no cut back required for a ditch with a surface area one-half square yard or less.

If the ditch restoration occurs in a black base street or stone base country road, the concrete base restoration may be brought up to within one inch of the roadway surface.

Unless approved in writing by the Chief Highway Engineer, restorations in streets that have granite block, brick, or other special surfaces must be restored in kind.

The use of asphaltic or black base will be permitted only where a ditch has to be restored because the street must immediately be opened to traffic. Such cases would include ditches in track areas and streets with only one lane available for traffic. Black base may also be used to patch ditches in inclement weather or where the use of concrete would be impossible or impractical due to future construction. In all cases the permission of the Highway District engineer must be obtained in writing before black base can be used for ditch restorations.

PLUMBERS' DITCHES

Plumbers shall comply with regulations governing the opening and backfilling of ditches. If they comply with said regulations, plumbers shall be responsible for their ditch openings for a period of thirty (30) days after receipt by the Streets Department of notice by the plumber that the opening has been backfilled. Such notice shall be filed electronically or as otherwise specified by the Streets Department. If the backfilling and temporary topping is inadequate, or was performed improperly, the plumber's responsibility for the opening shall continue beyond thirty (30) days until such time as the ditch is permanently restored. Additionally, if the Streets Department responds to a complaint for an unsafe location caused by the plumber's failure to properly backfill or top, the plumber will be billed for the Streets Department's time and material expense in restoring the ditch to a safe condition.

Failure by the plumber to notify the City that an opening was made and backfilled will not relieve the plumber of responsibility and may be cause for the City to deny him any future permits.

* * * * *

City of Philadelphia
Economic Opportunity Plan
[CITY BID NUMBER _S7YK1220_____]

I. Introduction, Definitions and Goals

A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of "Economic Opportunity Plan(s)" for certain classes of contracts and covered projects as defined in Section 17-1601. The Economic Opportunity Plan ("Plan") memorializes the successful Bidder's best and good faith efforts to provide meaningful and representative opportunities for Minority Business Enterprises ("MBEs"), Woman Business Enterprises ("WBEs") and Disabled Business Enterprises ("DSBEs"), (collectively, "M/W/DSBEs") and an appropriately diverse workforce in connection with the contract or covered project.

This Invitation and Bid and any resulting contract are subject to the Plan requirements as described in Section 17-1603 (2). Accordingly, by submission of its Bid, a responsive and responsible Bidder makes a legally binding commitment to abide by the provisions of this Plan which include Bidder's commitment to exercise its best and good faith efforts throughout the contract term to provide meaningful and representative contracting opportunities for M/W/DSBEs and to employ an appropriately diverse workforce including minority and female persons in all phases of any contract awarded under this Bid.

Bidder hereby verifies that all information submitted to the City including without limitation, the Plan and all forms and attachments thereto, are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 (a)(4) if, in the course of this contract, it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

B. For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its Office of Economic Opportunity ("OEO"). Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency[1] at the time of bid opening will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oeo/directory. If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

C. For this Plan, the term "Best and Good Faith Efforts," the sufficiency of which shall be in the sole determination of the City, means: a Bidder's efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives of Chapter 17-1600. Best and Good Faith Efforts are rebuttably presumed met, when a Bidder makes commitments within

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

the M/W/DSBE Participation Ranges established for this Bid and commits to employ a diverse workforce as enumerated herein.

D. Goals

1. M/W/DSBE Participation Ranges

As a benchmark for the Bidder's expression of its Best and Good Faith Efforts to provide meaningful and representative opportunities for M/W/DSBEs in the contract, the following participation ranges have been developed. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable on this contract through the exercise of Bidder's Best and Good Faith Efforts. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of MBEs, WBEs and DSBEs to perform various elements of the contract:

BID#	MBE		WBE
S7YK1220	**20%-25%**	**AND/OR**	**20%-25%**

2. Employment Goals

Bidder agrees to exhaust its Best and Good Faith Efforts to employ a diverse workforce throughout the duration of the contract.

II. Bidder Responsiveness and Responsibility

A. Bidder shall identify all its M/W/DSBE commitments and evidence its agreement to employ a diverse workforce on the form entitled, "M/W/DSBE Participation and Workforce Commitments." The Bidder's identified commitment to use an M/W/DSBE on this form constitutes a representation by Bidder, that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Bidder has made a legally binding commitment with the firm. The listing of the M/W/DSBE firm by Bidder further represents that if Bidder is awarded the contract, Bidder will subcontract with the listed firm(s) for the work or supply effort described and the dollar/percentage amount(s) set forth on the form. In calculating the percentage of M/W/DSBE participation, Bidder shall apply the standard mathematical rules in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern. Bidder is to maintain the M/W/DSBE percentage commitments throughout the term of the contract which shall apply to the total amount of the contract and any additional increases. In the event the Successful Bidder's contract is increased by change order and/or modification, or amendment, it shall be the responsibility of the Successful Bidder to apply its Best and Good Faith Efforts to the amended amount in order to maintain any participation ranges committed to on the total dollar amount of the contract at the time of contract completion.

1. Commercially Acceptable Function

A Bidder that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort in that regard only if its M/W/DSBE subcontractor performs a commercially acceptable function ("CAF"). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work or

supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with Bid specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

The City may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF and in determining the amount of credit the Bidder receives towards the participation ranges. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

B. Upon award, letters of intent, quotations, and any other accompanying documents regarding commitments with M/W/DSBEs, including the M/W/DSBE Participation and Workforce Commitments Form, become part of the contract. M/W/DSBE commitments are to be memorialized in a written subcontract agreement and are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to termination of the subcontract, reduction in the scope of committed work, substitutions for the listed firms, changes or reductions in the listed dollar/percentage amounts, must be pre-approved in writing by OEO. Throughout the term of the contract, Bidder is required to continue its Best and Good Faith Efforts.

C. In the event Bidder does not identify on the M/W/DSBE Participation and Workforce Commitments Form that it has made M/W/DSBE commitments within the participation ranges established for this Bid and/or does not agree to the diverse employment goals described herein, Bidder must complete and submit a *Documentation of Best and Good Faith Efforts Form* ("BGFE Form"), documenting its solicitations and any commitments with M/W/DSBEs, and detailing any efforts made to include M/W/DSBEs in the contract and to employ a diverse workforce. The submission of the BGFE Form is an element of bid responsiveness and failure to include this form may result in the rejection of the Bid. The BGFE Form must include at a minimum, certification and documentary evidence that the following actions were taken:

1. Solicitation directed to both qualified M/W/DSBEs registered with OEO and qualified M/W/DSBEs certified by agencies approved by OEO. Bidder must provide a list of all certification directories used for soliciting participation for this Bid. Bidder must determine with reasonable certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations; one time contact, without follow up, is not acceptable; and

2. Bidder provided interested M/W/DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation; and

3. Bidder negotiated in good faith with interested M/W/DSBEs. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm's price and capabilities as well as the objectives of the Plan into consideration; and

4. Documentation of the following:

i. Any commitments to use M/W/DSBEs in its bid for subcontracted services and materials supply even when Bidder would otherwise prefer to self-perform/supply these items; and

ii. Correspondence between the Bidder and any M/W/DSBE(s) related to this Bid; and

iii. Attendance logs and/or records of any scheduled pre-bid meeting; and

5. Certification and evidence that the following actions were taken or documentation of the following, or an explanation why these actions were not taken or why documentation does not exist:

i. Any arms length business assistance provided to interested M/W/DSBEs which may include access/introduction to major manufacturer/suppliers, lines of credit and union halls; and

ii. Solicitation through job fairs, newspapers, periodicals, advertisements and other organizations or media that are owned by M/W/DSBEs and/or focus on M/W/DSBEs; and

iii. Telephone logs of communications related to this Bid; and

iv. Notification of and access to bid documents at the Bidder's office or other office locations for open and timely review; and

v. Bidder sought assistance from the Urban Affairs Coalition, Careerlink Philadelphia, Opportunity Industrial Center and the Philadelphia Workforce Development Corporation to perform employment outreach; and

vi. Bidder published its policy of nondiscrimination in the hiring, retention and promotion of employees.

III. Evaluation of Responsiveness and Responsibility

A. Evaluation and Determination

1. The City, acting through its OEO, will evaluate the responsiveness of the Bidder's Plan to these requirements. OEO reserves the right to request further documentation and/or clarifying information at any time prior to the award of the contract which may result in Bidder's amendment of its M/W/DSBE Participation and Workforce Commitments Form or BGFE Form.

B. Administrative Reconsideration

1. If the OEO determines that the apparent low Bidder has not made sufficient Best and Good Faith Efforts, the Bidder will be notified and may file a written appeal with OEO within forty-eight (48) hours of the date of notification. The decision of OEO may be appealed in writing within forty-eight (48) hours of the date of OEO's decision to Chief Operating Officer of the Commerce Department

or his designee whose decision shall be final. If it is determined that the apparent low Bidder did not make sufficient Best and Good Faith Efforts, its Bid will be rejected.

2. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all bids as deemed in the best interest of the City.

IV. Compliance and Monitoring of Best and Good Faith Efforts

A. A copy of the Successful Bidder's Plan, as certified below by OEO, will be filed with the Chief Clerk of Council by the Procurement Department on behalf of the Successful Bidder, within fifteen (15) days of the Procurement Department's issuance of the notice of award.

The Successful Bidder agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, within the time limits prescribed by OEO, all documentation which may be requested by OEO relative to the awarded contract, including the items described below. The Successful Bidder must provide as required and maintain the following contract documentation for a period of three (3) years following acceptance of final payment under the contract:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;

- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;

- Telephone logs and correspondence relating to M/W/DSBE commitments.

C. Prompt Payment of M/W/DSBEs

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

2. Each month of the contract term and at the conclusion of the contract, the Successful Bidder shall provide to the OEO documentation reconciling actual dollar amounts paid to M/W/DSBE subcontractors to M/W/DSBE commitments presented in the Plan.

V. Remedies and Penalties for Non-Compliance

A. The Successful Bidder agrees that its compliance with the requirements of the Plan is material to the contract. Any failure to comply with these requirements may constitute a substantial breach of the contract. It is further

agreed and understood that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to remedies reserved under Section 17-1605 of The Philadelphia Code, any other rights and remedies the City may have under the contract, or any bond filed in connection therewith or at law or in equity, exercise one or more of the remedies below, which shall be deemed cumulative and concurrent:

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend/Debar the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract'' shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City.)

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this Invitation and Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors. No privity of contract exists between the City and the M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with subcontracted services under any law or Executive Order or by any reason of any contract resulting from the Invitation and Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

_____

SIGNATURE OF BIDDER AND TITLE[2] DATE

_____

ANGELA DOWD-BURTON, Executive Director, Office of Economic Opportunity3 DATE

[*See Forms on following pages; these Forms, as completed by Bidder, must be submitted with the Bid as a matter of Responsiveness and Responsibility*]

[2]Bidder is required to sign and date, but the City reserves the right to obtain the Successful Bidder's signature thereon at any time prior to Plan certification. The Successful Bidder will receive from the City a certified copy of its Plan which will be filed by the Procurement Department with the Chief Clerk of City Council within fifteen (15) days of the Procurement Department's issuance of a notice of award and published by OEO, in a downloadable format, on the OEO website.

[3] Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.

M/W/DSBE Participation and Workforce Commitments

EOPs FOR BIDS ESTIMATED AT MORE THAN $250,000

DEPARTMENT OF COMMERCE

OFFICE OF ECONOMIC OPPORTUNITY (OEO)

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

BID NUMBER/PROJECT TITLE - S7YK1220 /Emergency Aba	*NAME OF BIDDER -*	*BID OPENING DATE -*

List below all MBE/WBE/DSBE/DBEs[2] that you have a commitment to use for a Commercially Acceptable Function On this Bid - Photocopy this form as necessary.

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE[2] ☐ W-DBE[2]	☐ Subcontractor ☐ Supplier	Quote Received		Amount Committed To
Company Name	Work or Supply Effort to be Performed	YES[3]	NO	Dollar Amount $
Address				
Contact Person				
Telephone Number / Fax #				Percent of Total Proposal %
E-mail Address				
OEO Registry # / Certifying Agency				

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE[2] ☐ W-DBE[2]	☐ Subcontractor ☐ Supplier	Quote Received		Amount Committed To
Company Name	Work or Supply Effort to be Performed	YES[3]	NO	Dollar Amount $
Address				
Contact Person				
Telephone Number / Fax #				Percent of Total Proposal %
E-mail Address				
OEO Registry # / Certifying Agency				

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE[2] ☐ W-DBE[2]	☐ Subcontractor ☐ Supplier	Quote Received		Amount Committed To
Company Name	Work or Supply Effort to be Performed	YES[3]	NO	Dollar Amount $
Address				
Contact Person				
Telephone Number / Fax #				Percent of Total Proposal %
E-mail Address				
OEO Registry # / Certifying Agency				

[1]MBE/WBE/DSBEs Listed above must be certified prior to bid submission date.

[2]If Bidder makes commitments with DBEs, Bidder shall indicate which class type M-DBE or W-DBE is submitted for credit.

[3]Bidder should attach quotation with this form, but the City reserves the right to request this information which shall be submitted by bidder within 48 hours of the City's Request.

Please make additional copies when necessary

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

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

Bidder's Name: _____Bid Number:_____

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

Disclosure of Women as Board Members and Executive Staff

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

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

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

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

Aspirational Goals for Women as Board Members and Executive Staff

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

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

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

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

Identify Below Any Efforts to Achieve the Aforementioned Goals:

_____ _____

Authorized Signature Date

_____

Print Name and Title

Revised 7.1.14

BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES[1]

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

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

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

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

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

- ☐ If applicable, sign and return all addenda.

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

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

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

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

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

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

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

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

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

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

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

☐ **Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished.

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

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

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

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

☐ Please double check all mathematical calculations for errors.

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

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

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

Trevor Day
Procurement Commissioner

IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!

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

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

Dear Vendor:

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

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

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

Forward payment along with this registration form to:

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

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

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

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

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

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

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

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

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

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

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

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

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

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

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

Trevor Day
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
Customer Service Unit

This Is Not A Right To Know Request.

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

ATTENTION VENDORS

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

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

Enclose the following items:

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

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

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

BID RESULTS REQUEST FORM

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.
All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of: the Invitation and Bid; all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and accepted by the City; and these Terms and Conditions of Bidding and Contract (the "Contract").

It is the sole responsibility of the bidder to ensure that the bidder has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only response and it is in the best interest of the City to do so.

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

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

4. SPECIFICATIONS.
When a specification is issued in connection with the Invitation and Bid, no deviation will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with reference information concerning the style, type or kind of article and /or service desired. A bidder may offer an article, service and/or equipment, which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical supporting documentation) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better.

Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

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

5. PATENTS.
The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Paragraph 19 Default and Termination.

6. LOCAL BIDDING PREFERENCE.*
In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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

EVALUATION AND AWARD

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

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

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

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

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

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

11. QUANTITIES AWARDED.
For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for none or all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

12. DELIVERY, PRICE INCREASES AND TIE BIDS.
All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

CONTRACT EXECUTION AND CONFORMANCE

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

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

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

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

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

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

v. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY.
When applicable, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City and in the amount specified in the Invitation and Bid.

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

i. Workers' Compensation – Statutory limits

ii. Employers Liability - $100,000 Each Accident – Bodily Injury by Accident; $100,000 Each Employee – Bodily Injury by Disease; $500,000 Policy Limit – Bodily Injury by Disease

iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

17. FAILURE TO EXECUTE CONTRACT.
Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or

these Terms and Conditions of Bidding and Contract, shall be liable for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

19. DEFAULT and TERMINATION.
All work performed and goods and services rendered by a successful bidder (referred to in this Section as "Contractor") under any Contract resulting from the Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and Contract and the specifications and requirements contained in the Invitation and Bid.

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

i. Failure by Contractor to comply with any provision of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with "applicable law" as that term is defined in Paragraph 24.

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

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

iv. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents or indictment or charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.

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

vi. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Paragraph 13 above.

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

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

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

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

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

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

TAX MATTERS

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

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

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

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

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

23. TAX REQUIREMENTS.
Any person or entity that bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations.

a. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

   i. Business Income and Receipts Tax
   ii. Net Profits Tax
   iii. City Wage Tax

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS.

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

25. NONDISCRIMINATION.

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

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

26. ETHICS REQUIREMENTS.

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

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

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

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

27. NORTHERN IRELAND, IRAN or SUDAN.

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

Accountability and Divestment Act of 2007. In furtherance of this ordinance, bidder makes the following certification and representations:

a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

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

a. In accordance with Philadelphia Code Section 17-104 (2), the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

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

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

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

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

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

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

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

29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

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

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

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

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

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

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

32. **Protected Health Information.**

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

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

SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the Invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties, the form of which may be "Renewal Letter" or an "Add-On Letter" as issued by the Procurement Department. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

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

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

SIGNING OF BIDS:
If the bidder is an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed $32,000, date and sign the bid here, with the original signatures, in ink.

This _____day of_____20

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

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

This_____day of_____20

CORPORATE SEAL

	(Corporate or Business Name of Bidder)
(Address, including Zip Code)	**(Telephone Number, including Area Code)**
(Signature of President or Vice President)	**(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)**
(Type or Print Name and Title)	**(Type or Print Name and Title)**
APPROVED AS TO FORM	**CONTRACT EXECUTION**
(Assistant City Solicitor)	**(Procurement Commissioner)**