



# Chain Link Fence S7Z61860

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

**Bid Opening Date:** September 21, 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:** L. C. Henderson  
**Spec. Writer:** H. Laurel-Ashlock

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:

## Bid is Best and Good Faith Efforts.

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

### GENERAL INFORMATION

This Invitation and Bid and Contract is issued under the Antidiscrimination Policy described in the Mayor's Executive Order 03-12. While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. See the Office of Economic Opportunity (OEO) Instructions and Form which is part of this Invitation and Bid and Contract.

### 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](mailto:Bid.Info@phila.gov) or by calling (215) 686-4720 with questions.

**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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>2 33</b>
		FIRM NAME (Must be filled in)	

**SECTION 1: GENERAL BID SUBMISSION**

**1.1 TITLE: Chain Link Fencing: Installations and/or Spare Parts**

**SCHEDULE NO: 472**

**1.2 CONTRACT TERM: 12/01/2016 to 11/30/2017** (“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 successful bidder that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and successful bidder shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City’s Renewal Notice, whether or not successful bidder has agreed, verbally or in writing, to such renewal of the Contract term.

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

**1.3 CONTRACT TYPE: REQUIREMENTS**

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>3 33</b>
		FIRM NAME (Must be filled in)	

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

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

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

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

1.4 **METHODOLOGY OF ACQUISITION: PURCHASE** only

1.5 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **Chain Link Fencing: Installations and/or Spare Parts** for the various City agencies and departments as specified herein during the contract period.

1.6 **BID SECURITY**

- 1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's New Annual Bid Security Program. The program covers the time period from **July 1, 2016 - June 30, 2017**. 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".

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>4 33</b>
		FIRM NAME (Must be filled in)	

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 **"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, 1<sup>st</sup> Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>5 33</b>
		FIRM NAME (Must be filled in)	

- 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.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>6 33</b>
		FIRM NAME (Must be filled in)	

1.8.8 **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<sup>1</sup>. 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)<sup>2</sup> will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my LBE certified subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry.”

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

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

<sup>1</sup> 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%).

<sup>2</sup> 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.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>7 33</b>
		FIRM NAME (Must be filled in)	

1.8.9      **CONTACT PERSON(S):**

**PRE-AWARD:**

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

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

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

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

**State Company Web Site Address:** \_\_\_\_\_

**POST-AWARD:**

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

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

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

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>8 33</b>
		FIRM NAME (Must be filled in)	

1.8.10 **ALTERNATES SUBMITTED:**

If an alternate to any item is offered, bidder must follow instructions in Paragraph 4 of “SS&E Terms and Conditions of Bidding and Contract”. State the brand name and the model number of each alternate offered. Detailed technical information on the alternate should accompany the bid.

Failure to state alternates will obligate successful bidder to provide materials and/or services as specified in the bid.

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

1.8.11 **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](mailto:bid.info@phila.gov), or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. **Questions, whether written or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** The City will respond to questions it considers appropriate to this Invitation and Bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any bidder question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>9 33</b>
		FIRM NAME (Must be filled in)	

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

**1.9 BIDDER QUALIFICATION:**

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>10 33</b>
		FIRM NAME (Must be filled in)	

**SECTION 1:**

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

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

**SECTION 2:**

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>11 33</b>
		FIRM NAME (Must be filled in)	

## **SECTION 2: SPECIFICATIONS**

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's Department with Chain Link Fencing: Installation and or Spare Parts as listed in Sections 2 and 5 of this Invitation and Bid.

### 2.1.1 **SCOPE OF WORK:**

The award shall be for chain link fencing, installation and or removal, and related materials as generally defined.

2.1.2 All work performed and materials supplied shall be per Procurement Department Specification 24-F-2B:13, or latest revision at time of bid opening.

2.1.3 New installation of fencing shall include tools, trucks, etc., and any labor.

2.1.4 The City reserves the right to order any parts or any gauges of fabric/material required.

2.1.5 Awarded vendor may be required to remove an existing fence before installation of a new fence can be made.

### 2.2. **Delivery:**

Bidder must possess the capability of providing next-day service, when requested, in emergency situations.

2.2.1 Bidder must own a delivery vehicle.

2.2.3 The minimum delivery amount will be \$100.00.

2.2.3 Bidder to complete section 5, "Type of Transport".

### 2.3 **Safety:**

The contractor shall in the performance of his work follow all standard safety practices of the trades. He/she shall at all times comply with requirements of the Occupational Safety and Health Act of 1970 (OSHA).

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>12 33</b>
		FIRM NAME (Must be filled in)	

2.4 **Warranty:**

Successful bidder(s) shall guarantee the complete unit (to include individual parts) against material defects and workmanship and shall replace and repair all defective parts necessary without cost to the City. The warranty shall be for a period of one (1) year from date of installation.

2.5 **Contractor's Repair and/or warranty responsibilities shall not include:**

Work external to the equipment, changes or alterations to the physical environment of the City's site, moving or reinstallation of equipment except when required by the contract provisions or as an integral part of the repair, maintenance or repair of accessories or equipment not specifically covered under the contract without written request and approval by the plant supervisor (or City designee), and the Procurement Dept. prior to commencement of work, or repair made necessary by misuse or negligence of the City, its employees, agents, contractors or invitees.

2.6 **Work Site Maintenance**

Upon completion of work, vendor shall remove from the site all tools, equipment, surplus and discarded materials, including debris, dirt, existing materials and rubbish accumulated as a result of the repair service. The vendor shall leave site in a neat and presentable condition.

2.7 **Pricing:**

2.7.1 **Installation** - (Sections 5.1 & 5.2):

There shall be no charges for labor, tools, trucks, etc. All of these charges are to be included in the price per square foot.

2.7.2. **Submit:**

- a. Prices for each item in accordance with the instructions for Pricing - Section 5. Bidder shall state their unit price in the unit of measure indicated and must bid all items listed in section 5 Pricing to be eligible for award.
- b. A price list for the type of chain link fencing materials that are listed in Section 5. The Price List must be a generally available price list such as from Sonco Fence, Louis Henry Inc., or South Camden Iron Works and not one specifically created for this bid.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>13 33</b>
		FIRM NAME (Must be filled in)	

Vendor must use the most current list price at the time of bid opening. Failure to meet any one of these requirements may disqualify your bid.

- c. The price list quoting from and the effective date of the price list.
- d. Prices shall be firm for the Initial Term of the Contract. If subsequent renewal terms are exercised by the City, the vendor may increase prices as per paragraph 4.4 "Price Increase or Decrease".

**NOTE: Ironworker shall be defined as the person who performs the installation of the structural and ornamental portion of the chain link fence.**

**Laborer shall be defined as the person who digs the post hole for the chain link fence.**

### **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".

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>14 33</b>
		FIRM NAME (Must be filled in)	

**3.2 AWARD:**

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s), either in whole, section, or item by item, whichever is deemed to be in the best interest of the City.

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

**3.2.3 EVALUATION AND AWARD**

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

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

**3.2.4 PERFORMANCE SECURITY:**

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.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>15 33</b>
		FIRM NAME (Must be filled in)	

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

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

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

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

- (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
- (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and
- (iii) the intended efforts by the contractor to achieve the aspirational goals.

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>16 33</b>
		FIRM NAME (Must be filled in)	

### 3.2.6 **INSURANCE:**

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

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

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

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

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

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>17 33</b>
		FIRM NAME (Must be filled in)	

- **If sending amendment, updates, etc in Adobe Acrobat PDF file, email to: [PRICEDESK@PHILA.GOV](mailto:PRICEDESK@PHILA.GOV)**
- **If sending a CD ROM, mail to: Procurement Department, Price Desk, Room 150 Municipal Services Building, 1401 J.F.Kennedy Blvd., Philadelphia, PA 19102, ATTN: Price Desk Clerk**

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

**Additional Addresses for Manufacturer’s List Prices:**

(to be in the either Adobe Acrobat PDF file or CD ROM)

***Office of the Director of Finance***

Bureau of Accounts  
Municipal Services Building, 13<sup>th</sup> floor  
Phila., PA 19102  
Attn: Manager, Financial Verification & Accounting Section

***City Controller***

Municipal Services Building, 13<sup>th</sup> floor  
Phila., PA 19102  
Attn: Examination Supervisor

***Procurement Department, Price Desk***

Municipal Services Building, Room 150  
Phila., PA 19102  
Attn: Price Desk Clerk  
**email: [PRICEDESK@PHILA.GOV](mailto:PRICEDESK@PHILA.GOV)**

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

**SECTION 4: CONTRACT MANAGEMENT**

**4.1 CITY OF PHILADELPHIA RESPONSIBILITY**

- 4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>18 33</b>
		FIRM NAME (Must be filled in)	

### **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 following information to help the City process payments to the Contractor as quickly as possible.
- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
  - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
  - (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
  - (d) The invoice must show the quantity and type of 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.
- 4.1.3 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 City agencies will submit to the successful bidder the following information when requesting installation of a chain link fence; length, width, height, gate style, mesh gauge required, location, date and time.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>19 33</b>
		FIRM NAME (Must be filled in)	

The successful bidder will use this information to prepare and submit a total cost estimate (a separate charge stated for materials cost and installation charges) for the job (See paragraph materials cost and installation charges) for the job (See paragraph 4.2.1 below).

4.1.4.1 The requesting agency reserves the right to accept or reject any portion of the cost estimate submitted and retains the option, upon rejection, to seek competitive prices in the open market.

4.1.4.2 If, after installation has started, it is determined that additional equipment or material is required due to unforeseen circumstances, any and all charges will be added to the installation costs in accordance with paragraph 4.1.5.

4.1.5 **ADD-ONS:**

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

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

4.2 **VENDOR RESPONSIBILITY**

4.2.1 The successful bidder shall prepare an itemized cost estimate for each installation. The estimate submitted shall state:

Number of square feet, mesh gauge, itemized list of parts needed, barbed wire gauge, estimated time (in labor hours) of job completions based upon the information you receive from the using agency (see paragraph 4.1.4 above).

4.2.1.1 The successful bidder shall not proceed until the cost estimate has been approved by the ordering agency.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>20 33</b>
		FIRM NAME (Must be filled in)	

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

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

4.2.4 Contractors may deliver products and/or services 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.

4.2.5 **VIOLATION OF CONTACT**

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

4.2.5.1 **Liquidated Damages:**

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor liquidated damages of **\$100** for each event or omission per day until such actions are remedied by the vendor:

- Failure to commence work within specified time
- Poor performance

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>21 33</b>
		FIRM NAME (Must be filled in)	

- Failure to provide all equipment, materials and parts necessary for the performance of the work
- Failure to supply qualified personnel

4.2.5.2 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 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 in writing on a monthly basis of said liquidated damages imposed on vendor; all all assessments of liquidated damages must also be reported, in writing, to the Procurement Department Buyer as they occur.

In the event of assessment of liquidated damages, if the vendor 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.

4.2.6 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.

4.2.7 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.

4.2.8 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.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>22 33</b>
		FIRM NAME (Must be filled in)	

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

4.2.10 **RECYCLING INFORMATION REQUEST:**

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

Product bid contains recycled content? YES  NO

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

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

Is your product shipped in returnable Containers? YES  NO

4.2.11 **Approval of Work:**

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

4.2.12 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.

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>23 33</b>
		FIRM NAME (Must be filled in)	

**Vendor must agree that all pricing can be verified in the price list(s) submitted after award as per Paragraph 3.2.6 above. Vendor must submit copies of all amendments, updates, etc. to the appropriate address listed in Paragraph 3.2.6 above.**

4.2.14 **Invoices/Receipts:**

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

4.2.14.2 One invoice shall be submitted for labor (vendor should place an "L", for labor, at the end of the invoice number submitted to the City). A separate invoice shall be submitted for parts (vendor should place a "P" at the end of the invoice number for parts).

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

4.2.14.4 Invoices should be sent in triplicate to each ordering department

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

4.2.14.4.2 See also item 4.1.2 above.

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

a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>24 33</b>
		FIRM NAME (Must be filled in)	

- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
- e. All contractors and subcontractors performing city-work shall automatically file with the, Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>25 33</b>
		FIRM NAME (Must be filled in)	

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

**SEE ATTACHED APPLICABLE WAGE SCHEDULE**

**City of Philadelphia**

**Prevailing Wage Rate Schedule**

Chain Link Fence

<u>Classification</u>	<u>Base Rate</u>	<u>Fringe Benefits</u>
<u>Ironworker:</u>		
Structural & Ornamental	\$45.70	\$30.76
<u>Laborer:</u>	\$27.55	\$25.35

***Laborers are only permitted to dig the post hole***

Notes of Interest:

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>26 33</b>
		FIRM NAME (Must be filled in)	

***Philadelphia Procurement Department  
Municipal Services Building  
1401 J. F. K. Blvd. – 1<sup>st</sup> Floor  
Philadelphia, PA 19102-1670  
Telephone Numbers: (215) 686-4720/21  
Fax Number: (215) 686-4727***

**(3) Prevailing Wage Rate Schedules are available from the Philadelphia Labor Standards Unit, Room 170 C Municipal Services Building, Phila., PA 19102-1670, 215-686-2132; Facsimile 215-686-2116. Contractors and their subcontractors are required to submit weekly certified payroll records to the Labor Standards Unit through an electronic system, LCP Tracker, or as directed by the Labor Standards Unit. Failure to pay Prevailing Wage, as applicable, or to submit certified payroll records is a substantial breach of Contract and may be subject to fines and penalties as prescribed by Section 17-107 of The Philadelphia Code which may include withholding from any sums due to the Contractor under the Contract so much as may be necessary to pay the employees the difference between the wages required to be paid hereunder and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.**

**4.3 PRICE INCREASE OR DECREASE FOR SECTIONS 5.1, 5.2, 5.4, 5.5, and 5.6:**

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

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

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

or

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>27 33</b>
		FIRM NAME (Must be filled in)	

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

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

**4.4.1 PRICE INCREASE OR DECREASE FOR SECTION 5.3**

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

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

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

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

**Failure to notify the City within the time frame specified in 4.4 and 4.4.1 will result in a commensurate delay in implementing the price change.**

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>28 33</b>
		FIRM NAME (Must be filled in)	

**SECTION 5: PRICING:**

**Vendor Note: In Section 5 “Pricing”, prices quoted may not exceed three (3) decimal places. Bidder shall state the unit price for each item listed below. The vendor shall extend each section by multiplying the unit price for each item by the quantity listed for each item.**

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1	<b>INSTALLATION/REMOVAL PRICING</b> (to include all labor, tools, trucks, etc.):				
	Bidder shall state:				
5.1.1	<b>26004 000 000</b> Price per square foot (SF) for installation-Ironworker (Monday through Friday): 8:00 AM - 5:00 PM	8,906	SF	\$ _____	\$ _____
5.1.2	<b>26004 000 001</b> Price per square foot (SF) for installation-Ironworker (Monday through Friday: 5:00 PM - 8:00 AM)	2	SF	\$ _____	\$ _____
5.1.3	<b>26004 000 002</b> Price per square foot (SF) for installation-Ironworker (Saturday, Sunday and the following holidays: New Year's Day, Easter, Memorial Day, July 4 <sup>TH</sup> , Labor Day, Thanksgiving, Christmas Day 8:00 AM - 5:00 PM)	5	SF	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>29 33</b>
		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.4	<b>26004 000 003</b> Price per square foot (SF) for installation-Laborer (Monday through Friday: 8:00 AM - 5:00 PM)	12,628	SF	\$ _____	\$ _____
5.1.5	<b>26004 000 004</b> Price per square foot (SF) for installation-Laborer (Monday through Friday: 5:00 PM- 8:00 AM)	2	SF	\$ _____	\$ _____
5.1.6	<b>26004 000 005</b> Price per square foot (SF) for installation-Laborer (Saturday, Sunday and the following holidays: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day 8:00 AM - 5:00 PM)	2084	SF	\$ _____	\$ _____
5.1.7	<b>26004 005 001</b> Installation of guide rail; price per hour.	162	HR	\$ _____	\$ _____
5.2	<b>30505 000 600</b> Price for Concrete for Chain Link Fencing Installation and Repair 3000 PSI	3	CY	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z61860</b>	PAGE OF <b>30 33</b>
		FIRM NAME (Must be filled in)	

Quantity      Unit of Measure      Unit Price      Total Amount

5.3    **30562 000**  
**Parts Only for Chain Link Fencing**

State Discount to Price List \_\_\_\_\_%  
**(Parts shall be reimbursed by the City based upon the discount from Manufacturer's current published price list times (x) the estimated expenditures for parts factored in).**

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

The Manufacturer's list price shall be the current published price list at the time of the bid opening. Discount will remain firm for the entire period of the contract to include any subsequent renewal and/or extension periods.

**Estimated Expenditures for Parts: \$144,000.**

**Vendor to state Price List quoting from: \_\_\_\_\_**

**Vendor to state Date of List Price: \_\_\_\_\_**

5.4    Vinyl Coated Fence Pricing:

5.4.1	<b>30562 000 001</b> FABRIC, CLASS 2B VINYL COATED BLACK; FUSED BONDED, 9 Ga CORE WIRE; 2"X98"; 100 FOOT ROLL.	3	RL	\$ _____	\$ _____
5.4.2	<b>30562 000 002</b> RINGS, HOG, ALUMINUM; 500/BAG	2	BG	\$ _____	\$ _____
5.4.3	<b>30562 000 003</b> BARS, TENSION; BLACK; VINYL; 1/4" X 3/4"	24	EA	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7261860</b>	PAGE OF <b>31 33</b>
		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.4.4	<b>30562 000 004</b> POSTS, VINYL; SCHEDULE 40, FUSE BONDED COATING; PVC (POLYESTER VINYL COATED) 2-1/2" X 10'; 6"	12	EA	\$ _____	\$ _____
5.4.5	<b>30562 000 005</b> RAIL, BLACK VINYL; TOP; FUSE BONDED COATING; PVC (POLYESTER VINYL COATED) 1-5/8" X 21'	2	EA	\$ _____	\$ _____
5.4.6	<b>30562 000 006</b> TRUSS ROD & TIGHTNER; /8" X 11 FT	6	EA	\$ _____	\$ _____
5.4.7	<b>30562 000 007</b> WIRES, TIE; BLACK; 9 Ga STEEL; 100/BAG	30	BG	\$ _____	\$ _____
5.5	<b><u>Snow Fence</u></b>				
5.5.1	<b>30562 000 008</b> FENCING, PLASTIC; SNOW; BLACK VINYL; 48" HIGH; 100FT ROLLS (RL)	24	RL	\$ _____	\$ _____
5.6	<b><u>Barb Wire and Razor Ribbon</u></b>				
5.6.1	<b>26004 004 000</b> HOURLY RATE FOR INSTALLATION OF BARB WIRE AND RAZOR RIBBON	6	HR	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7261860</b>	PAGE OF <b>32 33</b>
		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.6.2	<b>30562 002 000</b> FENCE; RAZOR RIBBON 15' LONG @ 18" WIDE; GALVANIZED RAZOR COIL.	5	RL	\$ _____	\$ _____
5.6.3	<b>30562 002 001</b> FENCE; RAZOR RIBBON 20' LONG @ 24" WIDE; GALVANIZED RAZOR COIL	10	RL	\$ _____	\$ _____
5.6.4	<b>30562 002 002</b> FENCE; RAZOR RIBBON 20' LONG @ 30" WIDE; GALVANIZED RAZOR COIL	10	RL	\$ _____	\$ _____
5.6.5	<b>30562 002 003</b> FENCE; RAZOR RIBBON 20' LONG @ 36" WIDE; GALVANIZED RAZOR COIL	10	RL	\$ _____	\$ _____
5.7	<b><u>Miscellaneous Fence Parts</u></b>				
5.7.1	<b>30562 000 012</b> CAPS, COLUMN; 18 GAUGE STEEL COLUMN CAPS, 48"X48"X8", POWDER COATED WITH ZINC PRIMER AND ONE COAT OF STATUARY BRONZE				
5.7.2	<b>30562 000 013</b> CAPS, COLUMN; 18 GAUGE STEEL COLUMN CAPS, 20"X48"X8", POWDER COATED WITH ZINC PRIMER AND ONE COAT OF STATUARY BRONZE	3	EA	\$ _____	\$ _____



***SPECIFICATION***

**CHAIN LINK FENCING  
MATERIALS, INSTALLATION AND REPAIRS**



1. **CLASSIFICATION AND SCOPE**

This specification covers materials, installation and services necessary to complete the chain link fencing work as indicated on the attached drawings, tables and as described in the specifications below:

2. **APPLICABLE SPECIFICATIONS**

The latest applicable standards of the American Society for Testing and Materials (ASTM) in effect on the date of the Invitation and Bid shall form a part of this specification.

**A.S.T.M.** A-90, A-153, A-370, A-428, A-641; B-211, B-487, B-499; D-1499, D-1535, D-1729; E-8, E-18, E-376; G-155 or latest revision.

**Federal Spec. #RR-F-191/1, #RR-F-191/3**

**Federal Spec. No. 595**

**MIL-T-704**

3. **REQUIREMENTS** - For definitions of the various materials - see Paragraph 8 on page 38 of 40.

3.1 Chain-link Fence gates, shall be of the following types:

Type I	-	Single Swing
Type II	-	Double Swing
Type III	-	Single Cantilever Sliding, Wheel Sliding Gate
Type IV	-	Single Overhead Sliding
Type V	-	Double Overhead Sliding
Type VI	-	Vertical Lift
Type VII	-	Special

3.1.1 **Design.** Detailed construction requirements for all gates shall meet the applicable requirements of this specification. Gate frames shall be of welded construction or shall be assembled using fittings. When fittings are used as the construction method for gate frames, the frames shall be fitted with 5/16-inch minimum diameter truss rods. All gates shall be constructed so that they may be operated by one person.

- 3.1.2 Color coating and material. When color coating is required the color shall match the color specified for chain-link fabric as cited in RR-F-191/1. Steel frames shall be zinc-coated prior to application of color coating. Unless otherwise specified, color coating material shall be at the option of the ordering agency.
- 3.1.3 Frames. Gate frames shall be constructed from applicable class, size, and grade members selected from RR-F-191/3 as specified.
- 3.1.3.1 Welded zinc-coated frames. When specified, the frames shall be zinc-coated by the hot dip or metal spray method after fabrication. When frames are not zinc-coated after fabrication the welds shall be coated with a zinc-rich paint.
- 3.1.3.2 Color-coated frames. When color-coated frames are required and the frames are of welded construction, all weld areas shall be finished with a suitable rust preventative coating and a matching color final coating.
- 3.1.4 Fabric. Gate fabric shall be selected from RR-F-191/1 and shall be of the type, size of mesh, gauge, size of wire, color and selvage as specified by ordering agency.
- 3.1.5 Barbed Wire Top. When barbed wire top is specified, the end members of gate frames shall extend 1 foot above the top horizontal section of the gate frame. Three strands of barbed wire uniformly spaced and shall be attached by bands, clips, or eyebolts.
- 3.1.6 Latches, hinges, stops, and keepers. Latches, hinges, stops, and keepers shall be zinc-coated steel or color-coated over zinc-coated steel, or aluminum-coated steel as specified. When zinc-coating is required, the weight of zinc-coating shall be 1.2 ounces per square foot unless otherwise specified. When aluminum coating is required, the weight of aluminum-coating shall be not less than 0.40 ounces per square foot.
- 3.1.6.1 Single gate latches. Single gate latches shall be fork type, gravity drop bar type with positive locking features, or plunger bar type of full gate height as specified.
- 3.1.6.2 Double gate latches. Latches for double gates shall be fork type latch with center drop rod, or plunger bar type of full gate height arranged to engage the gate stop, or a positive locking gravity device as specified. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when locked.

3.1.6.3 Stops. Center gate stop shall be provided for all double gates and shall be suitable for setting in concrete or with anchors for the center drop rod or plunger.

3.1.6.4 Keepers. Keepers shall be provided for each gate leaf over 5 feet wide. Gate keepers shall consist of a mechanical device for securing the free end of the gate when in full operation.

3.1.6.5 Gate Hinges. Gate hinges shall be of adequate strength for the gate and shall have large bearing surfaces for clamping or bolting in position. Hinge action shall be such that gates may be easily opened and closed by one person. Hinges shall provide for full 180° swing of gate leaf.

3.1.7 Rollers. Rollers shall be equipped with bearings. Non-sealed type bearings shall be provided with a grease fitting for periodical maintenance. Rollers shall be secured to the gate post or gate frame without welding.

3.2 Posts and accessories shall be of the following types and styles:

Type I	-Posts
Style I	-T Section
2	-U Section
3	-Angle Section

Type II	-Accessories
Style 4	-Stays
5	-Fasteners
6	-Gates

Type III	-Special
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3.2.1 Material.

3.2.1.1 Type I, posts. Posts shall be hot-rolled steel or re-rolled rail steel.

3.2.1.2 Type II, accessories.

3.2.1.2.1 Styles 4 and 5, stays and fasteners. Stays and wire fasteners shall be formed from galvanized steel wire.

3.2.1.2.2 Style 6, gates. Fabric for gates shall be woven steel wire. Gates frames shall be tubular steel, formed steel or rolled steel. Fittings including hinges and latches for gates shall be cast iron or malleable iron, or formed from steel strip or slit sheet.

3.2.2 Types I and II, Chemical composition. Unless otherwise specified, chemical composition of posts and accessories shall be at the manufacturer's option.

3.2.2.1 Type I, posts.

3.2.2.2 Styles I, 2 and 3.

3.2.2.2.1 Yield, tensile strengths, and hardness.

Unless otherwise specified, posts shall have a minimum yield strength of 50,000 p.s.i. and a minimum tensile strength of 80,000 p.s.i. or have either a minimum hardness of 156 Brinell or 83 Rockwell B.

3.2.2.2.2 Weight of Posts. Unless otherwise specified, the weight of the as-rolled posts, prior to painting or galvanizing, shall be as follows:

<u>Style</u>	<u>Weight of posts (Pounds per foot)</u>
1	1.33
2	1.12 or 1.33
3	4.10 upright members
3	3.19 bracing members

Tolerance on weight of as-rolled shall be plus or minus 5 percent.

3.2.2.2.3 Dimensions.

3.2.2.2.3.1 Cross-sectional dimension. Unless otherwise specified, the nominal cross-sectional dimensions for styles 1, 2 and 3 posts shall be as follows:

<u>STYLE</u>	<u>CROSS-SECTION (INCHES)</u>	<u>THICKNESS (INCH)</u>
1	1-3/8 wide, 1-3/8 depth	1/8
2 1.12 lb/ft	2 by 1-1/8	3/32
2.1.33 lb/ft	2 by 1-1/4	3/32
3 Upright	2-1/2 by 2-1/2	1/4
3 Bracing	2 by 2	1/4

3.2.2.2.4 Length of posts. Unless otherwise specified, posts shall be of the following lengths with a tolerance of minus 1 inch, plus 2 inches.

Style 1 - 5, 5-1/2, 6, 6-1/2, 7, 8, or 10 feet.

Style 2 - 5, 5-1/2, 6, 6-1/2, 7, 7-1/2, or 8 feet.

Style 3 - 7, 8 or 9 feet, uprights and braces.

3.2.2.2.5 Surface finish. All posts shall be zinc-coated, painted, or unpainted as specified.

3.2.2.2.6 Zinc coat. When specified, posts shall galvanized in accordance with ASTM A 123 or A 153 as applicable.

3.2.2.2.7 Paint Coat. Cleaning treatment and painting shall be in accordance with MIL-T-704, type A for two coats or type C for one coat. Coating shall be weather resisting paint or enamel baked-on or air dried. Paint color shall be as specified. When specified, paint color shall be in accordance with Fed. Std. No. 595. Unless otherwise specified, thickness of paint shall be at manufacturer's option.

3.2.2.2.8 Reflective tops. When specified, reflective tops shall be furnished. Unless otherwise specified, the color and length of the reflective portion shall be at the ordering agency's option.

3.2.2.3 Styles 1 and 2.

3.2.2.3.1 Style 1, T-section posts. T-section posts shall have studs placed and constructed to engage a substantial number of fence line wires in proper position. The distance between studs shall not be greater than 3 inches.

3.2.2.3.2 Style 2, U-section posts. U-section posts shall have corrugations, punched tabs, notches, holes, knobs, or studs, as specified, and so placed and constructed as to engage a substantial number of fence line wires in proper position.

3.2.2.3.2.1 - Anchors. Unless otherwise specified, each style 1 and 2 post shall have a steel anchor plate 18 square inches minimum in area and weighing not less than 0.67 pounds, securely fastened to the post. Design and placement of anchor shall be shown in Figure 3.

3.2.2.4 Style 3, angle-section posts and braces. One angle brace shall be furnished with each end or gate post, and two angle braces shall be furnished with each intermediate brace or corner post, complete with zinc-coated hardware for assembly. When specified, hardware including bolts and nuts shall be galvanized (zinc-coated) in accordance with ASTM A 153 or A123.

3.2.2.5 Type II, accessories.

3.2.2.5.1 Style 4, stays. Stays shall be 9-1/2 gauge, zinc-coated twisted wire designed for a screw-on type installation. The wires shall be zinc-coated in accordance with ASTM A641, Class 1 or Class 3, as specified. Length of stays shall be 24 to 60 inches in 2 inch increments, as specified.

3.2.2.5.2 Style 5, fasteners. Wire fasteners shall be formed from zinc-coated wire, 12-1/2 gauge or coarser, as specified. The wire shall be zinc-coated in accordance with ASTM A641, Class 1 or Class 3, as specified.

- 3.2.2.5.3 T-Section posts. Unless otherwise specified, fasteners shall be designed for use with T-section posts, size 1-3/8 inches by 1-3/8 inches by 1/8 inch thick. Each end of the fastener shall be bent and twisted up or to the side. The fastener shall be easily installed with ordinary pliers.
- 3.2.2.5.4 Style 6, gates - The style of woven wire and design including dimensions of gates and gate accessories shall be as specified. Unless otherwise specified, fittings which include latches shall be provided for gates and gate posts. Gate frames and hardware shall be zinc-coated in accordance with ASTM-A53/53M of A153, as applicable.
- 3.2.2.5.5 Type III, special. This type of posts and accessories is defined as any type which does not fall within the other type classifications of this specification, but the materials, workmanship and quality shall meet the applicable provisions of this specification.
- 3.2.2.5.6 Workmanship. Zinc-coated posts and accessories shall be free of bruised or scaled coating, listers and uncoated areas. Painted posts and accessories shall be free from cracks, peeling, chipped paint, and uncoated areas.

3.3 The chain-link fabric shall be of the following types, mesh sizes, wire gauge size and fabric height:

- Type I -Zinc-coated steel
- Type II -Aluminum-coated steel
- Type III -Aluminum alloy.
- Type IV -Polyvinyl chloride (PVC) coated over zinc or aluminum coated steel.

Mesh size in inches:

- 1 inch (9 and 11 wire gauge size only)
- 1-3/4 inch (all wire gauge sizes)
- 2-inch (all wire gauge sizes).
- 2-1/8 inch (all wire gauge sizes).

Wire gauge size - outside diameter of metal wire in inches:

- 11 gauge = 0.120 inches
- 9 gauge = 0.148 inches
- 6 gauge = 0.192 inches

Fabric height in inches:

- 36 inches
- 42 inches
- 48 inches
- 60 inches
- 72 inches
- 84 inches
- 96 inches
- 120 inches
- 144 inches

- 3.3.1 Fabric. The chain-link fence shall be helically woven into a diamond mesh. Fabric shall be woven from the type of wire, mesh size and wire gauge size, and to the height selected (see 3.3).
- 3.3.2 Steel wire. Unless otherwise specified, the steel wire for the fabric shall be of such quality and purity that, when drawn to the wire gauge size specified, the wire shall have a minimum tensile strength of 75,000 pounds per square inch when tested.
- 3.3.3 Wire gauge size. Wire for fabric shall be of the wire gauge size selected (see 3.3). The outside diameter cited in 3.3, is the metal wire diameter allowable for that wire gauge size and includes the metallic coating. When type IV wire is required, the wire gauge size shall be that of the wire only, the PV coating shall not be considered when determining wire size. Tolerance for wire size is  $\pm 0.005$  inches.
- 3.3.4 Type I, zinc-coated steel wire. Unless otherwise specified, the minimum weight of coating on the wire shall be 1.2 ounces of zinc per square foot of coated surface area.
- 3.3.5 Type II, aluminum-coated steel wire - The minimum weight of aluminum coating for 6 or 9 gauge wire shall be 0.40 ounces per square foot. The minimum weight of aluminum coating for 11-gauge wire shall be .035 ounces per square foot.

3.3.6 Type III, aluminum alloy wire. The aluminum wire shall conform to the requirements of ASTM B211, alloy 6061-T94.

3.3.7 Type IV, PVC coated over zinc or aluminum coated steel wire.  
 The PVC coating shall meet the requirements of 3.6.1 thru 3.6.8. Minimum thickness of the PVC coating shall be 0.007 inches. Unless otherwise specified, the method of applying the PVC coating shall be the using ordering agency's option. Minimum weight of zinc coating on the steel wire shall be 0.4 ounces per square foot for 6 gauge and 0.3 ounces per square foot for 9 and 11 gauge. Aluminum coated steel wire shall meet the requirements of 3.3.5.

3.3.7.1 PVC-coated fabric - There are different PVC-coated fabrics on the market. Some of the ways in which they may vary are: The methods of applying the PVC coating, wall thickness of the PVC coating, adhesion of the PVC coating to the wire, and cost. These factors should be taken into consideration when selecting a fence fabric for different environmental applications.

3.3.7.2 Color of PVC-coated wire. The color of PVC-coated wire shall be one of the standard colors cited in Table I as specified. When colors not cited in Table I are required, the color shall be as specified.

TABLE I. Color of PVC Coated Fabric Wire

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Munsell Units (ASTM D1535 and D1729)

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	<u>Medium Green</u>	<u>Dark Green</u>	<u>Black</u>
Hue	7.5G to 2.5BG	0.1G to 10G	See Chrome Tolerance
Value	3.5 to 4.5	2.3 to 3.3	1.3 to 2.1
Chrome	Greater than 6	1 to 5	Max/0.5 (Any Hue)

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3.3.7.3 Weaveability of PVC-coated wire. PVC-coated wire shall be capable of being woven into fabric without the PVC coating cracking, crazing, or peeling.

- 3.3.7.4 Accelerated aging of PVC-coatings. PVC coatings shall not shrink more than 1/16 inch per foot of length, demonstrate a significant visual change in color or gloss, or exhibit breaks, cracks, crazing, crumbling, or other visual forms of failure.
- 3.3.7.5 Flexibility of PVC -coating. PVC coating shall demonstrate flexibility by exhibiting no breaks, cracks, crazing, crumbling, or other visual forms of failure of the coating when tested.
- 3.3.8 Mesh Size. The mesh size for fabric shall be one of the sizes selected (see 3.3). The mesh size shall be the inside measurement of the diamond shape of the tensioned fabric. Tolerance for mesh size is  $\pm 1/8$  of an inch.
- 3.3.9 Diamond Count. Unless otherwise specified, the diamond count shall be the manufacturer's standard. All diamond counts shall be consistent within a lot.
- 3.3.10 Salvage. Unless otherwise specified, the fabric will be furnished with a standard selvages as follows:
- a. Fabric up to and including 60 inches high with 2-inch mesh shall be knuckled at the top and bottom selvages.
  - b. Fabric over 60 inches high with 2-inch mesh shall be twisted and barbed on the top selvage and knuckled on the bottom selvage.
  - c. Fabric of all heights with 1-inch or 1-3/4 inch mesh shall be knuckled at the top and bottom selvages.
- 3.3.10.1 Knuckled. Loops of knuckled selvage shall be closed or nearly closed with a space not exceeding the diameter of the wire.
- 3.3.10.2 Twisted and Barbed. Wire shall be twisted in a closed helix of 1-1/2 machine turns equivalent to three full twists, and cut at an angle to provide sharp barbs. The wire ends beyond the twist shall be at least 1/4 inch long.
- 3.3.11 Fabric Height: Fabric height shall be of that selected  $\pm$  inch (see 3.3).
- 3.3.12 Fabric Length. Unless otherwise specified, the standard length of fabric roll shall be 50 linear feet  $\pm 1$  percent. Each roll of fabric shall be one-piece length.

### 3.4 INDUSTRIAL WIRE FABRIC

3.4.1 Types and Classes. Industrial wire cloth shall be of the following types and classes as specified (see 3.4.5)

- Type I - Square Mesh
- Type II - Rectangular (off count) mesh
- Type III - Space cloth, square openings
- Type IV - Space cloth, rectangular openings
- Type V - Intermediate or multiple crimp
- Type VI - Filter screen

Classes

- Class I - Plain weave
- Class 2 - Twilled weave

3.4.2 Materials - The cloth shall be of the following composition as specified:

- Steel; low carbon, plain commercial finish.
- Steel; high carbon (spring temper), plain commercial finish
- Steel; high carbon, oil (spring) tempered plain commercial finish.
- Steel; low carbon, galvanized before weaving
- Steel; low carbon, hot galvanized after weaving
- Steel; low carbon, electro-galvanized after weaving
- Steel; stainless; types 302, 304, 316, 347 and 430
- Brass; high-zinc content (70 percent copper and 30 percent zinc).
- Brass; low-zinc content (80) percent copper and 20 percent zinc).
- Copper-zinc alloy; "Commercial Bronze" - (90 percent copper and 10 percent zinc).
- Cooper; commercially pure.
- Monel; nickel-copper alloy.
- Nickel; commercially pure
- Aluminum; type 5056 alloy
- Aluminum; type 1100 alloy
- Bronze, phosphor; (minimum tin content 4.5 percent).
- Bronze, phosphor; (type VI only) (tin content 3.0 - 10.0 percent, Phosphorous 0.05 - 0.5 percent, other elements 0.05 Percent each, maximum.

- 3.4.3 Finish, steel wires. The finish for steel wires used in the industrial wire cloth shall be either plain commercial finish, hot galvanized after weaving, electro-galvanized after weaving, or galvanized before weaving as specified.
- 3.4.3.1 Galvanized-before-woven steel wire cloth. Galvanized-before-woven-steel wire cloth shall be made of wire which has been commercially coated with zinc before it is woven.
- 3.4.3.2 Galvanized-after-woven steel wire cloth. Galvanized-after-woven steel wire cloth shall be coated, by either the hot-dip or the electrolytic process, with zinc of at least 98 percent commercial purity after the cloth had been woven, as specified.
- 3.4.4 Mesh, space, and wire size. Industrial wire cloth shall be of the mesh size; or space openings in the case of cloth of types III and IV; and wire sizes (diameters) as specified.
- 3.4.4.1 Type I, Class I. Whenever possible, mesh size and wire size (diameter) shall be selected from Table I or II and is commercially available as follows:
- a. Carbon Steel - 60 by 60 mesh.
  - b. Brass - 120 by 120 mesh.
  - c. Cooper - 100 by 100 mesh.
  - d. Monel - 200 by 200 mesh.
  - e. Nickel - 250 by 250 mesh.
  - f. Stainless Steel - 325 by 325 mesh.
- 3.4.4.2 Type I, Class 2. Whenever possible, mesh size and wire size (diameter) shall be selected from Table I or II, and is commercially available as follows:
- a. Brass - 120 by 120 mesh.
  - b. Phosphor Bronze - 325 by 325 mesh.
  - c. Cooper - 100 by 100 mesh.
  - d. Monel - 200 by 200 mesh.
  - e. Nickel - 250 by 250 mesh.
  - f. Stainless Steel - 325 x 325 mesh.
- 3.4.4.3 Type II, Classes I and 2. Mesh size and wire size (diameter) shall be as specified. Vendors should be consulted as to practical combination of wire diameters and meshes.

3.4.4.4 Type III. Whenever possible, space openings and wire size (diameter) shall be selected from Table III, and is usually made in carbon steel, either plain or galvanized, monel metal, and stainless steel; also made in other metals listed in 3.4.3.

3.4.4.5 Type IV. Space openings and wire size (diameter) shall be as specified. Vendors should be consulted as to practical combinations of wire diameters and meshes.

**TABLE I.** Type I mesh cloth, sizes most frequently produced for general use.

	Wire		Open			Wire		Open	
Mesh	Diameter	Opening	Area	Mesh	Diameter	Opening	Area	Mesh	Area
	Inch	Inch	Percent		Inch	Inch	Percent		
1 x 1	0.08	0.092	84.6	24 x 24	0.014	0.0277	44.2		
2 x 2	0.063	0.437	76.4	24 x 24	0.0104	0.0317			
3 x 3	0.08	0.2533		30 x 30	0.013	0.0203	37.1		
3 x 3	0.0625	0.2708		32 x 32	0.007	0.0243			
3 x 3	0.054	0.279	70.1	35 x 35	0.011	0.0176	37.9		
3 x 3	0.0475	0.2858		40 x 40	0.01	0.015	36		
4 x 4	0.047	0.203	65.9	50 x 50	0.009	0.011	30.3		
4 x 4	0.0348	0.2152		60 x 60	0.0075	0.0092	30.5		
5 x 5	0.041	0.159	63.2	80 x 80	0.0055	0.007	31.4		
6 x 6	0.035	0.132	62.7	100 x 100	0.0045	0.0055	30.3		
6 x 6	0.0286	0.138		120 x 120	0.0037	0.0046	30.7		
8 x 8	0.028	0.097	60.2	150 x 150	0.0026	0.0041	37.4		
10 x 10	0.025	0.075	56.3	180 x 180	0.0023	0.0033	34.7		
12 x 12	0.023	0.06	51.8	200 x 200	0.0021	0.0029	33.6		
14 x 14	0.02	0.051	51	250 x 250	0.0016	0.0024	36		
16 x 16	0.018	0.0445	50.7	270 x 270	0.0016	0.0021	32.2		
18 x 18	0.017	0.0386	48.3	325 x 325	0.0014	0.0017	30		
20 x 20	0.016	0.034	46.2						

Wire Sizes other than above may be specified subject to vendor's approval as to practicability of weaving.

**TABLE III.** Type III Space Cloth for Sizing of materials

Mesh	Medium Light			Medium			Medium Heavy			Heavy		
	Wire		Open	Wire		Open	Wire		Open	Wire		Open
	Diameter	Opening	Area	Diameter	Opening	Area	Diameter	Opening	Area	Diameter	Opening	Area
	Inch	Inch	Percent	Inch	Inch	Percent	Inch	Inch	Percent	Inch	Inch	Percent
1x1	0.105	0.895	80.1	0.135	0.865	74.8	0.162	0.838	70.2	0.207	0.793	62.9
2x2	0.08	0.42	70.6	0.105	0.395	62.4	0.135	0.365	53.3	0.177	0.323	41.7
2-1/2 x 2-1/2	0.08	0.32	64	0.105	0.295	54.4	0.135	0.265	43.9	0.148	0.252	39.7
3x3	0.072	0.261	61.3	0.092	0.241	52.3	0.12	0.213	40.8	0.135	0.198	35.3
4x4	0.063	0.187	56	0.08	0.17	46.2	0.105	0.145	33.6	0.12	0.13	27
5x5	0.047	0.153	58.5	0.063	0.137	46.9	0.072	0.128	41	0.08	0.12	36
6x6	0.047	0.12	51.8	0.054	0.113	46	0.063	0.104	38.9	0.08	0.087	27.2
8x8	0.035	0.09	51.8	0.041	0.084	45.2	0.047	0.078	38.9	0.063	0.062	24.6
10x10	0.028	0.072	51.8	0.032	0.068	46.2	0.035	0.065	42.3	0.047	0.053	28.1
12x12	0.025	0.058	48.4	0.028	0.055	43.6	0.032	0.051	37.5	0.041	0.042	25.4
14x14	0.023	0.048	45.2	0.025	0.046	41.5	0.028	0.043	36.2	0.035	0.036	25.4
16x16	0.02	0.0425	46.2	0.023	0.0395	39.9	0.025	0.0375	36	0.028	0.0345	30.5
18x18	0.018	0.0376	45.8	0.02	0.0356	41.1	0.023	0.0326	34.4	0.028	0.0276	24.7
20x20	0.017	0.033	43.6	0.018	0.032	41	0.02	0.03	36	0.025	0.25	25
24x24	0.015	0.0267	41.1	0.016	0.0257	38	0.018	0.0237	32.4	0.02	0.0217	27.1
30x30	0.013	0.0203	37.1	0.0135	0.0198	35.3	0.015	0.0183	30.1	0.016	0.0173	26.9
35x35	0.011	0.0176	37.9	0.012	0.0166	33.8	0.0135	0.0151	27.9	0.15	0.0136	22.7
40x40	0.01	0.015	36	0.011	0.014	31.4	0.012	0.13	27	0.0135	0.0115	21.2

Medium Light			Medium		Medium Heavy		Heavy	Heavy	
Wire		Open	Wire	Open	Wire	Open	Wire	Open	
Opening	Diameter	Area	Diameter	Area	Diameter	Area	Diameter	Area	
Inch	Inch	Percent	Inch	Percent	Inch	Percent	Inch	Percent	
4	0.5	79	0.625	74.8	0.075	70.9	1	64	
3.5	0.4375	79	0.5	76.6	0.625	72	0.75	67.8	
3	0.4375	76.2	0.5	73.5	0.625	68.5	0.75	64	
2.75	0.375	77.4	0.4375	74.4	0.5	71.6	0.625	64.4	
2.5	0.375	75.6	0.4375	72.4	0.5	69.4	0.625	64	
2.5							0.0625		
2.5							0.0475		
2.25	0.375	73.4	0.4375	70.1	0.5	66.9	0.625	61.2	
2	0.3125	74.8	0.375	70.9	0.4375	64	0.625	58	
1.75	0.3125	71.9	0.375	67.8	0.4375	64	0.5	60.5	
1.5	0.25	73.4	0.3125	68.5	0.375	64	0.5	56.3	
1.375	0.25	71.5	0.3125	66.5	0.375	61.6	0.4375	57.5	
1.25	0.25	69.4	0.3125	64	0.375	59.2	0.4375	54.8	
1.125	0.225	69.6	0.25	67	0.3125	61	0.375	55.7	
1	0.225	66.6	0.25	64	0.3125	58	0.375	52.9	
1							0.1055		
0.875	0.207	65.3	0.225	63.3	0.025	60.5	0.3125	54.3	
0.75	0.192	63.4	0.207	61.4	0.025	56.3	0.3125	49.8	
0.75							0.1055		
0.75							0.072		
0.75							0.0625		
0.625	0.177	60.7	0.192	58.5	0.225	54	0.25	51	
0.625							0.1055		
0.625							0.054		
0.5	0.162	57.1	0.177	54.5	0.192	52.2	0.207	49.8	
0.4375	0.148	55.8	0.162	53.2	0.177	50.7	0.192	48.3	
0.375	0.135	54.1	0.148	51.4	0.162	48.7	0.177	46.1	
0.3125	0.12	52.2	0.135	48.8	0.148	46	0.162	43.4	
0.25	0.105	49.6	0.12	45.6	0.135	42.2	0.148	39.4	
0.1875	0.08	49.1	0.092	45.1	0.12	37.2	0.135	33.8	
0.125	0.054	48.7	0.072	40.2	0.092	33.4	0.105	29.5	
0.09375	0.041	47.6	0.047	45.2	0.063	35	0.08	29.6	
0.0625	0.035	42.3	0.041	37	0.047	33.2	0.063	24.6	

Wire sizes other than above may be specified subject to vendor's approval as to practicability of weaving.

- 3.4.4.6 Type V. Mesh size and wire size (diameter) shall be as specified. Vendors should be consulted as to practical combinations of wire diameters and meshes.
- 3.4.4.7 Type VI. Mesh size and wire size (diameter) shall be as specified in the drawing, contract or order. Vendor's should consult the applicable drawing.
- 3.4.4.8 Carbon steel wire hot galvanized after weaving. Carbon steel wire hot galvanized after weaving should be specified only in coarse sizes; in general not finer than 8 mesh, depending on the wire diameter.
- 3.4.4.9 Carbon steel wire galvanized before weaving or electrogalvanized. Carbon steel wire galvanized before weaving or electrogalvanized should be specified only in medium and coarse meshes; in general not finer than 40 mesh, dependent on the wire diameter.
- 3.4.4.10 Special industrial wire cloth. When industrial wire cloth is needed to be woven of metals or alloys other than those listed in 3.4.2, or having wire sizes (diameter), space openings, or meshes other than those required by this specification, it is recommended that as many portions of this specification be used as possible, and that the tolerances be those of the regular cloth of this specification most nearly like the special cloth. When it is desired to increase the opening, the wire diameter shall be increased.
- 3.4.5 Widths. Widths shall be specified in inches and fractions thereof.
- 3.4.6 Lengths. Full rolls shall contain approximately 100 linear feet and shall not be in more than three pieces to the roll. Unless specifically permitted, no piece shall be less than 10 feet in length.
- 3.4.7 Tolerances.
  - 3.4.7.1 Wire Diameter. Tolerances for wire diameter before weaving shall be in accordance with Table IV.

**TABLE IV.** Tolerances for wire diameters

Carbon Steel		Stainless Steel and non-ferrous	
Wire Diameter	Tolerance	Wire Diameter	Tolerance
Inch	Inch	Inch	Inch
0.300 and coarser	$\pm 0.003$	0.300 and coarser	$\pm 0.002$
0.4375 to 0.080 incl.	.002	.4375 to 0.063 incl.	.0015
.072 to .035"	.001	.054 to .047 "	.001
.032 to .028 "	.0008	.041	.0008
.025 to .020 "	.0006	.035	.00075
.018 to .016"	.0005	.032	.0006
.15 to .011"	.0004	.028 to 0.020 "	.0005
.10 to .006 "	.0003	.018 to .012 "	.0004
.0055 to .0045	.0002	.011 to 008 "	.0003
		.0075 to .0045 "	.00025

3.4.7.2 Mesh. Tolerances in mesh shall be applied separately for warp and for shoot and in accordance with Table V.

**TABLE V.** Tolerance in Mesh

Mesh Sizes	Tolerance in mesh count	
	Warp wires	Shoot wires
	Percent	Percent
30 Mesh and coarser	$\pm 2$	$\pm 3$
Finer than 30, but not finer than 200	$\pm 2$	$\pm 4$
Finer than 200	$\pm 3$	$\pm 4$

3.4.7.3 Average opening of space cloth Types III and IV. The tolerances in average opening of space cloth, Types III and IV, shall be in accordance with Table VI.

**TABLE VI** . Tolerances on openings for space cloth

Openings	Tolerance (Plus or Minus)
Inches	Inch
1/16 to 1/8 incl.	0.007
Over 1/8 to 3/16 incl.	.010
Over 3/16 to 1/4 incl.	.012
Over 1/4 to 3/8 incl.	.015
Over 3/8 to 1/2 incl.	.017
Over 1/2 to 3/4 incl.	.020
Over 3/4 to 1 incl.	.030
Over 1 to 1 1/2 incl.	.045
Over 1 1/2 to 3 incl.	.075
Over 3	.100

3.4.7.4 Width. Permissible tolerance in the width of the industrial wire cloth shall be in accordance with Table VII.

Mesh	Tolerance in width
	<b>Inch</b>
5 mesh and coarser	$\pm 1/4$
6 to 50 mesh	$\pm 1/8$
Finer than 50 mesh	$\pm 1/16$

3.4.7.4.1 In the case of selvaged cloth 3.4.9, measurements of the width shall be made from the outside of the loop of the selvage the outside of the loop of the opposite selvage.

- 3.4.8 Total Length. Permissible tolerance in the length shall be plus or minus 10 percent for total length specified.
- 3.4.9 Edges. Medium and fine meshes of Types I and II of industrial wire cloth are furnished commercially either with or without selvage edges. Coarse meshes of Types I and II, and all industrial wire cloth of Types III, IV and V are generally not obtainable with selvage edges; vendors should be consulted before specifying.
- 3.4.10 Workmanship. Industrial wire cloth shall be made of commercially high grade wire and shall be first-class in every respect. The cloth shall have smooth edges, and be free of tearing, projecting ends and rust pits.

### 3.5 ACCESSORIES

- Item 1 - Caps.
- Item 2 - Top rail and brace ends
- Item 3 - Top rail sleeves
- Item 4 - Wire Ties and Clips
- Item 5 - Brace Bands
- Item 6 - Tension Bands
- Item 7 - Tension Bars
- Item 8 - Tension Wire
- Item 9 - Truss Rods
- Item 10 - Barbed Wire
- Item 11 - Barbed Wire Support Arms
- Item 12 - Miscellaneous accessories

- 3.5.1 Material. Unless otherwise specified, material for accessories not specified herein shall be at the manufactured from material of such quality that after forming into finished products shall meet the requirements hereinafter specified.
- 3.5.2 Zinc-coating. Unless otherwise specified herein, all ferrous accessories shall be hot dip zinc coated with an average weight of not less than 1.2 ounces of zinc per square foot of coated surface unless otherwise specified.
- 3.5.3 Color coating and material. When color coating is required, the color shall be as specified, and shall match the color specified for chain-link fabric as cited in RR-F-191/1. Ferrous accessories shall be zinc-coated in accordance with 3.4.2 prior to application of color coating. Unless otherwise specified, color coating material shall be at the option of the manufacturer.

3.5.4 Items

- 3.5.4.1 Item 1, Caps. All exposed ends of tubular posts shall be fitted with caps. The cap shall fit snugly over the posts and exclude moisture such as rain. When top rail is provided with caps, the caps shall have a ring or hole suitable for the through passage of the top rail. Caps shall be formed steel, malleable or cast iron, or aluminum alloy.
- 3.5.4.2 Item 2, top rail and brace ends. Ends for top rail and braces shall be provided when top rail or braces are required. Top rail and brace ends shall be formed steel, malleable or cast iron, or aluminum alloy.
- 3.5.4.3 Item 3, top rail sleeves. Top rail sleeves shall allow for expansion and contraction of the top rail. Top rail sleeves shall have a minimum length of 6 inches, and be of the same material as the top rail. Top rails provided with 3-inch swage ends are acceptable in lieu of top rail sleeves.
- 3.5.4.4 Item 4, Wire Ties and Clips. Wire ties or clips shall be provided for attaching fabric to line posts, top rail, or tension wire. Wire ties and clips shall be at intervals not greater than 15 inches when attaching fabric to line posts, and the space interval shall not exceed 24 inches when attaching fabric to top rails or tension wire. Wire ties and clips shall be not less than the fabric wire gauge size and of the same material and coatings. The minimum weight for zinc-coated wire ties and clips is 0.8 ounces of zinc per foot of coated surface area. Wire ties and clips shall not fracture when tested.
- 3.5.4.5 Items 5 and 6, brace and tension bands. Brace bands shall be used to secure top rail and brace ends to terminal posts. When tension bars are used, tension bands shall be used for securing chain-link fabric at each terminal post (see 3.5.4.6). Spacing of tension bands on posts shall be at 15-inch intervals or less. Brace and tension bands shall be steel and shall be 3/4 inch wide by 1/10 inch thick nominal.

- 3.5.4.6 Item 7, tension bars. Tension bars for 1 3/4 and 2-inch mesh shall be no less than 3/16 by 3/4 inch or equivalent cross-sectional area. Tension bars for 1-inch mesh shall be no less than 3/8 by 3/16 inch or equivalent cross-sectional area. A tension bar shall be provided where chain-link fabric meets terminal posts. Tension bars shall be steel, of a continuous length compatible with the height of the fence and shall be threaded through the fabric and attached to the post by tension bands (see 3.5.4.5). Roll formed posts with integral loops for weaving fabric to posts are acceptable in lieu of tension bars.
- 3.5.4.7 Item 8, Tension Wire. Tension wire shall be furnished when top rail is not required. Tension wire shall be used at the bottom of the fence when fabric is not otherwise secured. Tension wire shall be zinc coated steel, aluminum coated steel, polyvinyl chloride (PVC) over zinc-coated steel, or aluminum alloy as specified. Unless otherwise specified, all tension wire shall be 7 gauge wire size with an outside diameter of 0.177 inch ( $\pm 0.005$  inch).
- 3.5.4.7.1 Steel Tension Wire. Steel tension wire shall be marcelled or crimped coil spring hard tempered carbon steel wire. The tension wire shall have a minimum tensile strength of 75,000 pounds per square inch. Zinc-coated steel shall not have less than 1.2 ounces of zinc per square foot of coated surface area unless otherwise specified. Aluminum coated steel shall not have less than 0.40 ounces of aluminum per square foot of coated surface area. PVC coated wire shall have minimum coating thickness of 0.007 inches. The coatings shall match the fence fabric unless otherwise specified.
- 3.5.4.7.2 Aluminum Alloy Wire. Aluminum alloy tension wire shall conform to the chemical composition of ASTM B211, Alloy 6061-T94.
- 3.5.4.8 Item 9, truss rods. Truss rods shall be steel and have a minimum diameter of 5/16 inch.

- 3.5.4.9 Item 10, barbed wire. Barbed wire shall consist of two 12-1/2 gauge 0.099 inch ( $\pm 0.005$  inch) twisted line wires with 14-gauge 0.080 inch ( $\pm 0.005$  inch) round barbs. Barbed wire shall be zinc-coated steel, aluminum coated steel, aluminum alloy, or PVC over zinc-coated steel as specified. All barbs shall consist of four points and spacing of barbs shall be at 5-inch ( $\pm 1$  inch) centers.
- 3.5.4.9.1 Zinc-coated steel barbed wire. Zinc-coated steel barbed wire shall have a zinc-coating of at least 0.80 ounces per square foot of coated surface area in accordance with ASTM A90.
- 3.5.4.9.2 Aluminum-coated steel barbed wire. Aluminum-coated steel barbed wire shall have an aluminum coating of at least 0.30 ounces per square foot of coated surface area. Solid aluminum barbs are acceptable.
- 3.5.4.9.3 PVC-coated steel barbed wire. PVC coated steel barbed wire shall have a PVC-coating of at least 0.007 inch thickness. The wire shall be coated with a minimum of 0.3 ounces of zinc per square foot of coated surface area before application of the PVC-coating.
- 3.5.4.9.4 Aluminum alloy barbed wire. Aluminum alloy barbed wire shall conform to the chemical composition of ASTM B211, Alloy 60661-T94.
- 3.5.4.10 Item 11, barbed wire support arms. Barbed wire support arms shall be of the following types as specified by ordering agency.
- (a) Single - arm, for three barbed wire strands.
  - (b) V - arms, for six barbed wire strands.
  - (c) A - arms, for five barbed wire strands.

When installed, the barbed wire support arms shall project at an angle of  $45 \pm 5$  degrees from the plane of the fence line and the outer strand of barbed wire shall be positioned  $12 \pm 2$  inches horizontally from the fence line. Intermediate strands of barbed wire shall be uniformly spaced between the strand on the end of the support arm and the fabric. All support arms shall be fitted with clips or slots for attaching the barbed wire to the support arm. Support arms shall be capable of withstanding a load of 250 pounds (lb) when tested.

- 3.5.4.11 Item 12, miscellaneous accessories. Unless otherwise specified, miscellaneous items, such as bolts, nuts, and washers shall be galvanized steel or aluminum alloy at the manufacturer's option.

3.6 Barbed wire shall be of the following types:

- Type I -Zinc-coated
- Type II -Aluminum-coated
- Type III -Aluminum-clad
- Type IV -Cooper-clad
- Type V -Plastic-coated

3.6.1 Type I, zinc-coated

- 3.6.1.1 Strand wire. Size of strand and barb wires and weight of zinc-coating shall be in accordance with Table I, and as specified by the ordering agency. All wires shall be double strand unless otherwise specified.

**TABLE I.** Strand wire size and weight of zinc-coating on strand wire and barbs

Steel Wire Gauge	Nominal Diameter Zinc-Coated Wire 1/	Wire S-Strand B-Barbs	Minimum Weight of Coating of uncoated wire surface		
			Class 1	Class 2	Class 3
	Inch		oz/ft <sup>2</sup>	oz/ft <sup>2</sup>	oz/ft <sup>2</sup>
12	0.106	S,B	0.30	0.50	0.80
12-1/2	.099	S,B	.30	.50	.80
13	.092	S	.30	.50	.70
13-1/2	.086	S,B	.25	.45	.65
14	.080	S,B	.25	.45	.65
15-1/2	.067	S	.15	.35	.50
16	.062	B	.15	.35	.50

1/ The drawn diameter of bright wire is controlled so that, after applying the protective coating, the wire conforms to the dimensions in this table and to the tolerances in 3.5.1.

3.6.1.2 Barbed wire fabrication. Number of points, spacing wire size, and shape of barbs shall be in accordance with Table II, as specified by the ordering agency.

**TABLE II.** Barbed wire fabrication, zinc coated.

Strand Steel Wire Gauge	Nominal Diameter Zinc-coated Strand Wire	Diameter of Barbs, Steel Wire Gauge	Number of Points	Spacing of Barbs	Shape of Barbs <u>1/</u>
No.	Inch	No.		Inch	
12	0.106	14	4	4	Round
12-1/2	.099	12-1/2	2	4	Flat
12-1/2	.099	14	2	4	Half- round
12-1/2	.099	14	2	4	Round
12-1/2	.099	14	4	5	Half- round
12-1/2	.099	14	4	5	Round
13 2/	.092	13-1/2	4	6	Round
13-1/2	.086	14	2	4	Round
13-1/2	.086	14	4	5	Round
14 3/	.080	16	2	4	Round

1/ The gauge of half-round and flat barbs is designated by the gauge of the round wire from which the barbs are rolled.

2/ Single Strand Barbed Wire

3/ Temporary or electrified fencing

3.6.2 Type II, aluminum-coated. Aluminum coated barbed wire shall be in accordance with Tables III and IV, as specified.

**TABLE III.** Size and construction of barbed wire.

Strand Steel Wire Gauge	Nominal Diameter Aluminum-coated wire in strand	Diameter of Barbs, Steel Wire Gauge	Number of Points	Spacing of Barbs	Shape of Barbs <u>1/</u>
No.	Inch	No.		Inch	
12-1/2	0.099	14	2	4	Round
12-1/2	.099	14	4	5	Round
12-1/2	.099	14	4	5	Half- Round
12-1/2	.099	12-1/2	2	4	Flat
14	.080	16	2	4	Round

1/ The gauge of the half-round and flat barbs is designated by the gauge of the round wire from which the barbs are rolled.

**TABLE IV.** Minimum weight of coating on a aluminum-coated barbed wire

Steel Wire Gauge	Nominal Diameter of Aluminum- coated wire	Minimum weight of aluminum coating of uncoated wire surface
No.	Inch	oz/ft <sup>2</sup>
12-1/2	0.099	0.19
12-1/2	.099	.30
14	.080	.17
14	.080	.25
16	.062	.13
16	.062	.19

3.6.3 Types III and IV

3.6.3.1 Strand Wire.

3.6.4 Type III, aluminum-clad. Nominal diameter of clad strand wire shall be 0.080 or 0.099 inch as specified. Tolerance on diameter of clad wire shall be plus or minus 0.002 inch. Thickness of aluminum shall be 0.004 inch minimum.

3.6.5 Type IV, copper-clad. Nominal diameter of strand wire shall be 0.080 or 0.099 inch as specified. Tolerance on diameter of clad wire shall be plus or minus 0.002 inch. Unless otherwise specified, thickness of copper-clad shall be 0.005 inch minimum.

3.6.5.1 Barbs on strand wires. Number of points, spacing, wire size and shape of barbs shall be in accordance with Table III. Thickness of copper clad on barbs shall be 0.005 inch minimum, and the thickness of aluminum-clad on barbs shall be 0.004 inch or greater.

3.6.6 Type V, plastic-coated. Plastic-coated barbed wire shall have plastic-coated strand wire and aluminum alloy barbs. Unless otherwise specified, plastic coat on strand wire shall be weather-resisting polyvinyl chloride, and color and thickness of the plastic material shall be at the manufacturer's option.

3.6.7 Tolerances

3.6.7.1 Types I, and II, wire, strand and barbs. The permissible variations from the nominal diameter of wire shall be  $\pm 0.005$  inch for zinc-coated wire and  $\pm 0.004$  inch for aluminum-coated.

3.6.7.2 Types I, II, III, IV and V, spacing and length of barbs. The average spacing shall not exceed the spacing specified in Tables II and III and no individual spacing shall vary from the specified spacing by more than 3/4 inch. The length of barbs shall be not less than 1/2 inch.

3.6.7.3 Types I, II, III, IV and V

3.6.7.3.1 Joints in strand wire. Splicing of individual strand wires by means of wrap joint or an electric butt weld is permissible. No more than three splices or joints shall exist in any 80-rod (1320 feet) spool.

3.6.7.3.2 Barbed wire spools. Single strand wire shall be furnished in an 80 rod (1320 feet) reel-less pack. Double strand barbed wire shall be furnished on non-collapsible and non-returnable spools. When specified, each spool shall contain 80 rods (1320 feet), or 20 rods (330 feet) of barbed wire. Spools shall be constructed in such a manner that the entire spool of barbed wire can be dispensed without collapse of the spool.

3.6.7.3.3 Breaking strength. When tested, zinc-coated, aluminum-coated, and plastic-coated barbed wire shall withstand the minimum loads in Table V. Aluminum-clad, and copper-clad barbed wire strand shall withstand a minimum load of 1100 pounds-force (lbf) for 0.099 inch diameter and 720 lbf for 0.080 inch diameter strand wire or wires.

**TABLE V.** Breaking strength, zinc-coated, aluminum-coated, and plastic-coated strand wire or wires

Size, each strand wire, gauge		Breaking strength minimum
No.		Lbf.
12		950
12-1/2		950
13		590 <sup>1/</sup>
13-1/2		950
14		650
15-1/2		850

<sup>1/</sup> Single (one) strand wire.

3.6.8 Workmanship. Double wire strand shall be uniformly twisted and the barbs cut at an acute angle shall be sharp, well-formed and tightly wrapped. Single strand wire shall be crimped approximately 0.060 inch deep with a pitch of approximately 0.60 inch and the barbs cut at an acute angle shall be sharp, well-formed and tightly wrapped. Zinc-coated wire shall be free of bruised or scaled coating, blister and uncoated areas except ends of barbs. Aluminum and copper coatings, shall be free of flaking and shall completely cover the wire except at end of the barbs. Plastic coat or strand wire shall be free of cracks and openings to the base metal.

3.6.9 Intended Use

3.6.9.1 Barbed Wire. Barbed wire is intended for general use whenever barbs are required.

3.6.9.2 Woven Wire. Woven wire fencing is intended for enclosing fields, corrals, and yards, enclosure for protecting livestock, and for right-of way.

3.6.9.3 Netting. Netting is intended for poultry fencing.

3.6.9.4 Posts. Posts are intended for use as line, end, and corner supports and as intermediate braces. U-section posts are also used for sign posts.

3.6.9.5 Accessories.

3.6.9.5.1 Stays. Stays are intended for maintaining wire spacings and for additional support of woven wire and barbed wire in spaces between posts.

3.6.9.5.2 Fasteners. Wire fasteners or clamps are intended for attaching wires and barbed wire to metal posts.

3.6.9.5.3 Gates. Gates are intended as a means for entrance or egress for fenced enclosures.

4. **INSTALLATION AND REPAIR**

4.1 GENERAL

4.1.1 All material specified herein shall be full weight and first-class in every respect. All fittings necessary to produce a complete installation or repair shall be included even though not specifically mentioned.

4.1.2 Shop drawings showing layout, fabrication, assembly, color and erection details shall be submitted by the ordering agency with purchase requisition.

4.1.2.1 No forms are required unless otherwise indicated on the drawings. (see paragraph 7.2.2)

#### 4.2 SITE PREPARATION

- 4.2.1 The location of fence lines, gates and terminal posts shall be marked with suitable stakes by the requesting agency. Stake intervals shall not exceed 500 ft. or line of sight.
- 4.2.2 All underground utility locations and other underground structures shall be identified by requesting agency.
- 4.2.3 Before installing or repairing chain-link fence, all necessary site clearing and grading shall be performed by the requesting agency. An adequate clearance on both sides of the fence line is required.

#### 4.3 POST LOCATION

- 4.3.1 Space the posts equidistance at intervals not exceeding 10 ft. measure the interval parallel to the grade of the proposed fence and in the line of fence from center to center of the post.
- 4.3.2 Set terminal posts (end, corner and gate) at the beginning and end of each continuous length of fence and at abrupt changes in vertical and horizontal alignments.

#### 4.4 POST SETTING

- 4.4.1 Set posts in concrete in holes of diameter and depth as follows unless otherwise specified (see para. 7). Intended use and local conditions shall determine post footing dimensions that is, under normal conditions, the diameter shall be four (4) times the largest cross section of the post. The depth shall be a minimum of 24 in. plus an additional 3 in. for each 1 ft. increase in the fence height over 4 ft.
- 4.4.2 Dig or drill holes in the line of the fence in accordance with 4.4.1. Forms are not necessary.
- 4.4.3 Set posts in a vertical position, plumb and in line. Backfill concrete (3000 psi) into the excavation and extend 2 in. above grade. An alternate method is to stop footing 2 inc. below grade to allow for cover with sod, blacktop, or other materials. Crown the concrete at the top to shed water and extend a minimum of 2 in. below the bottom of the post; or as specified (see para. 7).
  - 4.4.3.1 On tennis courts, top of concrete footing shall be set flush with top of asphalt paving.

- 4.4.4 The use of mechanical devices for the setting of fence posts is acceptable under this practice, provided the mechanical device develops a strength in the ground equal or superior to the strength in the ground equal or superior to the strength in the ground equal to or superior to the strength developed by the concrete footing as recommended.
- 4.4.5 When solid rock or concrete is encountered, without an overburden of soil, set posts in the solid rock or concrete. The depth of the hole shall be three times the largest cross section of the posts. The diameter of the hole shall be 1/2 in. greater than the largest cross section of the post.
  - 4.4.5.1 Excavation through concrete pavement may be done by cutting neat holes with a concrete saw.
- 4.4.6 The use of sleeves in order to leave voids in new concrete construction is allowed unless otherwise specified (see para. 7).
- 4.4.7 Half-fill the void with nonshrinkable hydraulic cement and force post to the bottom of the hole and plumb. Thoroughly work additional grout into the hole so as to leave no voids. Crown the grout to shed water.
- 4.4.8 When solid rock is covered by an overburden of soil or loose rock, set the posts to the full depth unless the penetration into solid rock reached the minimum depths specified in 4.4.5, in which case terminate the depth of penetration, construct footings from the solid rock to the top of the ground. Grouting will be required on the portion of the posts in solid rock in accordance with 4.4.7.
  - 4.4.8.1 Whenever posts are set in sleeves, they shall be so set with cement grout up to 1 in. of the top of the wall. The top 1 in. shall be caulked with leadite.

#### 4.5 TERMINAL POST BRACING

- 4.5.1 No braces are required on fabric 6 ft. high or less where the top rail is specified. On all fabric over 6 ft., braces are required. On fabric over 12 ft. in height, a center rail is required, regardless of height, all fences installed without a top rail shall have braces on all terminals.

4.5.2 Securely fasten diagonal braces to the terminal post and the adjacent line post or its footing or a footing of equal size. There shall be no more than 50-deg. Angle between the brace and the ground. Securely fasten horizontal braces with truss rods to the adjacent line posts and terminal posts.

4.5.3 When the top rail is used, attach the brace at the halfway point of the terminal post above grade and, when the top rail is omitted, at the two-thirds point above grade.

#### 4.6 TOP RAIL AND TENSION WIRE

4.6.1 Support the top rail at each post so that a continuous brace from end to end of each stretch of fence is formed. Securely fasten the top rail to the terminal posts and join to the terminal posts and join with sleeves or coupling to allow for expansion and contraction.

4.6.2 When the top rail is omitted, stretch a tension wire from end to end of each stretch of fence at a height that will enable it to be fastened to the fabric within the top 1 ft. of the chain-link fabric. Securely fasten the tension wire to the terminal posts. The tension wire shall be taut and free of sag.

#### 4.7 CHAIN-LINK FABRIC

4.7.1 Place chain-link fabric on the outside of the area enclosed or as specified (see para. 7).

4.7.1.1 Where fencing enclosures court games areas such tennis or basketball, the fabric shall be installed on the inside, facing the court game area.

4.7.2 Place the fabric by securing one end, applying sufficient tension to remove all slack making attachment elsewhere. Tighten the fabric to provide a smooth uniform appearance free of sag.

4.7.2.1 Fabric shall be tied in such manner as to be flush with the top of the top rail and the bottom of the bottom rails. The bottom rails shall be installed 2 (two) inches above finish grade. However, on tennis courts, bottom rail shall be installed 1 (one) inch above finished surface.

4.7.3 Cut the fabric by untwisting a picket and attach each span independently at all terminal posts. Use stretcher bars with tension bands at maximum 15 in. intervals or any other approved method of attachment.

4.7.4 Install fence fabric 2 in. above ground level. Measure clearance at the post with a tolerance of  $\pm 3$  in. Fasten the fabric to the line posts at intervals not exceeding 15 in. Fasten the fabric to the rail or tension wire at intervals not exceeding 24 in.

4.7.5 Join rolls of wire fabric by weaving a single picket into the ends of the rolls to form a continuous mesh.

#### 4.8 BARBED WIRE

4.8.1 If barbed wire is required, pull it taut to remove all sag, firmly install it in the slots of the extension arms, and secure it to a post or terminal arm.

#### 4.9 GATES

4.9.1 The requesting agency shall indicate the operational directional of the gates. Grade clearance and possible gate obstruction shall be considered in design to provide adequate operational clearance so that the gate can operate freely.

4.9.2 Install gates true to opening and plumb in a closed position

#### 4.10 APPEARANCE

4.10.1 The area of installation or repair shall be left neat and free of any debris caused by the erection or repair of the fence.

4.10.2 Any concrete pavement which is damaged by the Contractor shall be replaced to nearest joint, and any grass disturbed shall be reseeded.

5. SAMPLING, INSPECTION AND TEST

5.1 Chain link fencing materials and installation covered by this specification will be subject to inspection by the City of Philadelphia upon completion and prior to payment. The completed work must meet the requirements of this specification in all respects.

6. DELIVERY

6.1 The fencing shall be installed at the location specified on the purchase order.

6.2 Contractor shall be responsible for inspecting the site prior to installation.

7. NOTES TO REQUISTIONER

7.1 Deviations from the requirements of this specification will be considered only upon adequate written justification from the using agency.

7.2 Requisitions for chain link fencing shall include the following:

7.2.1 Purchase and Installation/or Repair of Chain-Link Fencing per Procurement Department Specification 24-F-2a:89.

7.2.2 All dimensions required (see drawings & table entitled "Standard Chain Link Fencing Table.")

7.2.3 Gate Requirements

7.2.3.1 Type of gate required (see 3.1).

7.2.3.2 Design and construction of gate required (see 3.1.1).

7.2.3.3 When color coating is required and color (see 3.1.2).

7.2.3.4 When color coating material is other than specified (see 3.1.2).

7.2.3.5 Class, grade, and size of frame members required (see 3.1.3).

- 7.2.3.6 When zinc coating after fabrication is required (see 3.1.3.2).
- 7.2.3.7 Type, size of mesh, size of wire, color, and selvage for fabric required (see 3.1.4).
- 7.2.3.8 When barbed wire top on gate is required (see 3.1.5).
- 7.2.3.9 Coating required on latches, hinges, stops, and keepers, and weights of coatings if other than that specified (see 3.1.5).
- 7.2.3.10 Type latch required (see 3.1.6.1 and 3.1.6.2).

7.2.4 Fence Posts and Accessories Requirements

- (a) Type and style (see 3.2).
- (b) Chemical composition, when required (see 3.2.2)

7.2.4.1 Posts

- (a) Yield and tensile strengths of hardness (see 3.2.2.2.1).
- (b) Weight (see 3.2.2.2.2).
- (c) Dimensions (see 3.2.2.2.3.1 and 3.2.2.2.4)
- (d) Surface finish (see 3.2.2.2.5)
- (e) Zinc-coated posts (see 3.2.2.2.6)
- (f) Painted posts (see 3.2.2.2.7)
- (g) Reflective tops (see 3.2.2.2.8)
- (h) Style 2, protrusions and holes (see 3.2.2.3.2)
- (i) Anchors (see 3.2.2.3.2.1)
- (j) Style 3, zinc-coat on hardware with posts (see 3.2.2.4)

7.2.4.2 Accessories

- (a) Style 4 stays, length and zinc-coating (see 3.2.2.5.1)
- (b) Style 5 fasteners, wire size and zinc-coating (see 3.2.2.5.2)
- (c) Fasteners for different size T-section post (see 3.2.2.5.3)
- (d) Style 6 gates (see 3.2.2.5.4)

7.2.5 Chain Link Fence Fabric

- 7.2.5.1 Type, mesh size, wire gage size, and fabric height required (see 3.3, 3.3.3, 3.3.8 and 3.3.11)
- 7.2.5.2 When the steel wire is other than specified (see 3.3.2)
- 7.2.5.3 When weight of zinc coating is other than specified (see 3.3.4)
- 7.2.5.4 When method of applying the PVC coating is not manufacturer's option and method specified (see 3.3.7 and 3.3.7.1).
- 7.2.5.5 Color of PVC coated wire required (see 3.3.7.2)
- 7.2.5.6 When color of PVC coated wire is other than cited and color required (see 3.3.7.2)
- 7.2.5.7 When diamond counts are not as specified and diamond count required (see 3.3.9) (see 3.9)
- 7.2.5.8 Type of selvage if other than standard (see 3.3.10)
- 7.2.5.9 Length of fabric if other than standard (see 3.3.12)

7.2.6 Industrial Wire Fabric

- 7.2.6.1 Type and class required (3.4.1)
- 7.2.6.2 Finish required for steel wires (3.4.3)
- 7.2.6.3 Type of metal required for the cloth (3.4.2)
- 7.2.6.4 Whether steel wire cloth shall be galvanized before or after being woven (3.4.3.1 and 3.4.3.2)
- 7.2.6.5 Meshes per linear inch in each direction and wire size required for types I, II, V and VI (3.4.4)

- 7.2.6.6 Mesh size and wire size (diameter)) required for types III and IV (3.4.4)
- 7.1.6.7 Applicable drawing number for type VI (3.4.4.7)
- 7.1.6.8 Width required (3.4.5)
- 7.1.6.9 Lengths of full rolls and acceptable number and lengths of pieces (3.4.6)
- 7.2.7 Barbed Wire
  - 7.2.7.1 Material (See 3.6)
- 7.2.8 Additional Accessories
  - 7.2.8.1 Item required (see 3.5)
  - 7.2.8.2 Material for accessories if other than specified (see 3.5.1)
  - 7.2.8.3 Zinc-coating if other than specified (see 3.5.2)
  - 7.2.8.4 Color coating material if other than specified and color required (see 3.5.3)
  - 7.2.8.5 Type of tension wire required (see 3.5.4.7)
  - 7.2.8.6 When tension wire is to be other 7 gauge and gauge required (see 3.5.4.7)
  - 7.2.8.7 Zinc coating for steel tension wire if other than specified (see 3.5.4.7.1)
  - 7.2.8.8 Type of barbed wire required (see 3.5.4.9)
  - 7.2.8.9 Type of barbed wire support arms required (see 3.5.4.10)
  - 7.2.8.10 When miscellaneous accessories are not the manufacturer's option and the accessories specified (see 3.5.4.11)
  - 7.2.8.11 Accessories - Consult manufacturer's or suppliers when ordering accessories since some accessories are furnished with all chain-link fencing.
- 7.2.9 Include applicable drawings.

7.2.10 Any special conditions affecting installation, etc.

8. **DEFINITIONS**

8.1 **Wire Fabric, Industrial**

- 8.1.1 **Mesh.** The number of openings per linear inch, counting the number of meshes and fractional parts of a mesh from the center of one wire to a point 1 inch distant.
- 8.1.2 **Square Mesh.** Woven wire cloth having the same number of openings per linear inch and the same diameter of wire in the shoot as in the warp, thus producing a square opening.
- 8.1.3 **Rectangular (off-count) mesh.** Woven wire cloth in which the number of wires in the shoot is different (usually less) than in the warp, thus producing a rectangular opening. The diameter of the shoot wires may be either the same or different from those in the warp.
- 8.1.4 **Plain Weave.** Woven wire cloth in which the warp and shoot wires pass over one and under one in both directions.
- 8.1.5 **Twilled weave.** Woven wire cloth in which the warp wires and the shoot wires pass over two and under two wires in both directions.
- 8.1.6 **Space Cloth.** Woven wire cloth which is designated by the width of the open spaces between the inside faces of adjacent parallel wires, expressed in inches.
- 8.1.7 **Intermediate Crimp.** Woven wire cloth with extra crimps or corrugations between the points of intersection. This is sometimes designated inter-crimp or multiple crimp. It is usually employed only in coarse mesh cloth with comparatively light wire sizes. Either warp or shoot wires or both may be inter-crimped, as may be specified.
- 8.1.8 **Warp Wire.** The wires running the long way of the cloth as woven.

- 8.1.9        Shoot Wires. The wires running the short way of the cloth as woven.
- 8.1.10      Coarse Mesh. Cloth with a mesh count of less than 30 by 30.
- 8.1.11      Medium Mesh. Cloth with a mesh count of 33 by 30 to 90 by 90 inclusive.
- 8.1.12      Fine Mesh. Cloth with a mesh count finer than 90 by 90.
- 8.1.13      Selvage. Edge or border of a fabric finished off to prevent unraveling of wire cloth; often finished differently from the surface of the material.

**STANDARD CHAIN LINK FENCING TABLE**

HEIGHT OF FENCE	3 ft.	4 ft.	5 ft.	6 ft.	8 ft.	10 ft.	12 ft.	16ft.	20ft.
LINE POSTS	2 in. o.d. galv. Pipe			2-1/2 in. o.d. galv. Pipe			3 in. o.d. galv. Pipe		
TERMINAL POSTS Sizes	2-1/2 in. o.d. galv. Pipe			3 in. o.d. galv. Pipe			4 in. o.d. gal. pipe		
HORIZONTAL RAILS Sizes, Numbers	2 rails	2 rails	2 rails	1-5/8 in. o.d. galv. pipe			3 rails	5 rails	5 rails
MAXIMUM SPACING OF LINE POSTS	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.	8 ft.	8 ft.	8 ft.
WIDTH OF FABRIC	3 ft.	4 ft.	5 ft.	6 ft.	8 ft.	10 ft.	12 ft.	8 ft. by 8 ft. & Up	12 ft.
GAUGE OF FABRIC	9 ga.	9 ga.	9 ga.	9 ga.	9ga.	9 ga.	9 ga.	9 ga.	9 ga.
LINE POST FOOTINGS Sizes - Dia. & Depth	9 in. dia. by 2 ft. 6 in. deep			12 in. dia. by 3 ft. deep			1 ft. 6 in. dia. by 4 ft deep		
TERMINAL POST FOOTINGS Sizes - Dia. & Depth	12 in. dia. by 2 ft. 6 in. deep		12 in. dia. by 3 ft. deep		1 ft. 3 in.dia. by 3 ft. 6 in. Deep		2 ft. dia. by 4 ft. deep		

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

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy (“Policy”) relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City’s Office of Economic Opportunity (“OEO”).

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City’s Policy is applicable to this Invitation and Bid (hereinafter, “Bid”).

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

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

Company Name	Address	Certification Status (MBE, WBE or DSBE)	Type of Work/Supply Effort
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-----	-----	-----	-----
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**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

## **BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES**<sup>1</sup>

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](mailto: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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<sup>1</sup> 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](mailto:bid.info@phila.gov).**



# CITY OF PHILADELPHIA

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, 2016 – June 30, 2017**

(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 2017. The Annual Bid Security Program continues to have a reduced non-refundable fee of **\$100.00** and covers the time period from July 1, 2016 to June 30, 2017. Coverage begins from the date of enrollment and payment until June 30, 2017. **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, 2016 to June 30, 2017**, 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 FY2017**” 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 FY2017” 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](mailto:bid.info@phila.gov).

Forward payment along with this registration form to:  
**ANNUAL BID SECURITY PROGRAM FY2017**  
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 FY2017**”.

- 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.# \_\_\_\_\_



## **CITY OF PHILADELPHIA**

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

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

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

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

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



# CITY OF PHILADELPHIA

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](http://www.phila.gov), click on “Vendor Invoice Information” under the “Help Me” section of the home page, enter your Federal Employer Identification Number (FEIN) and a valid active purchase order. Then, agree to a waiver statement and follow the prompts to get an up-to-date status on your payments.

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

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



# 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](mailto: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.: \_\_\_\_\_

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### BID SUBMISSION

#### 1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of: the Invitation and Bid; all addenda 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](http://www.phila.gov/bids). Please allow sufficient time prior to bidding for processing of the LBE application.

**SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT**

**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:

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

- 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

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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.

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### 20. PAYMENT FOR EQUIPMENT.

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

### TAX MATTERS

#### 21. TAX EXEMPTION.

The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. 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

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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.

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

\*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.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 not signed by the President or a Vice President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

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

CORPORATE SEAL

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

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

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

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

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

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

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

APPROVED AS TO FORM

CONTRACT EXECUTION

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

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