BID OPENING DATE AND TIME

ON: April 29, 2008 **AT: 10:30 A.M.**

BID NO. S8YE5400	PAGE 1 OF 49	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

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

DEPARTMENT: L&I — DIVISION: Contractual Services

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

BIDS MUST BE RETURNED TO

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
MUNICIPAL SERVICES BLDG.
1401 JFK BLVD, ROOM 170A
PHILADELPHIA, PA 19102-1685

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER D. Yonke
P. Robertson

TITLE OF BID **Residential Stucco Finish to Exterior Masonry Walls**

Minority Business Enterprise Council – Anti- Discrimination Policy Executive Order 02-05 – Bidder Requirements

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order, policy and guidelines as attached. Specific instructions must be adhered to, and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder.

Participation Ranges

M-BE: 10% to 15 %

AND/OR

W-BE: 5% to 10 %

DS-BE: 0% to 0 %

Any and all questions about Executive Order 02-05 and bidder compliance should be Directed to the Minority Business Enterprise Committee office at (215) 686- 6232.

BID QUESTIONS

All questions concerning this Invitation to Bid, including specifications and conditions, must be Presented prior to the bid opening date and time. Contact the Procurement Department, Public Information Center by calling **(215) 686-4721, 686-4720, or 686-4719** with questions.

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	☐ YES	☐ NO	AMOUNT	CHECK NUMBER

CITY OF PHILADELPHIA
MINORITY BUSINESS ENTERPRISE COUNCIL
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED BUSINESS ENTERPRISES

FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS[1] FOR BIDS TO BE AWARDED BY THE PROCUREMENT DEPARTMENT (BIDS)

Under the authority of Executive Order No. 02-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. 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 antidiscrimination policy is applicable to this Invitation and Bid.

The Minority Business Enterprise Council (MBEC) has approved projected ranges of participation for this Invitation and Bid which serve as a guide in determining each bidder's responsibility. These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. Please review these forms carefully as the submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

1. Only firms that are certified by the MBEC at the time of bid opening will be credited toward the participation ranges on City contracts. A list of currently certified firms is maintained by the MBEC and is available online at www.phila.gov/mbec/directory or in printed form at the MBEC offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

2 No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid Specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining

[1] These Instructions, Forms and Special Contract Provisions relating to Mayoral Executive Order 02-05 are issued by the Office of The Minority Business Enterprise Council on an interim basis.

whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected.

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

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

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

5 M/W/DSBE subcontractors must perform at least fifty percent (50%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6 For the purpose of applying the participation ranges on Public Works projects that include add or deduct alternates, commitments listed by bidders on the Solicitation for Participation and Commitment Form should be based upon the base bid. In the event the City elects to award any add or deduct alternates, the City reserves the right to require the apparent lowest responsible bidder to amend its Solicitation for Participation and Commitment Form, to ensure the bidder's continuing responsibility.

7 In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The MBEC reserves the right to request clarifying information from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

A. RESPONSIVENESS

1. Any bid that the MBEC determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that

will be used by the bidder on the contract, if awarded, where the bid satisfies the M/W/DSBE participation ranges for that contract; the bidder is rebuttably presumed not to have discriminated in its selection of contract participants. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the MBEC that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of MBEC Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the MBEC will result in rejection of the bid as nonresponsive.

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

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

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

3. If Bidder does not fully meet each of the range(s) for participation established for this Invitation and Bid, bidder must request a reduction of participation, indicating the level of M/W/DSBE participation that has been achieved by bidder and explaining what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. MBEC will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.

- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.

- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.

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

a. The bidder's documentary evidence will be reviewed by the MBEC to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

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

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

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

4. After review of the bidder’s submission and other information the MBEC deems relevant to its evaluation, the MBEC will make a written determination that will be forwarded to the Procurement Commissioner or his/her designee (the “Commissioner”).

a. If the apparent low bidder’s bid is determined nonresponsive by the MBEC, the bidder will be notified and may file a written appeal with the MBEC within forty-eight (48) hours of the date of notification. The decision of the MBEC may be appealed in writing within forty-eight (48) hours of the date of the MBEC’s decision to the Director of Finance or his/her designee whose decision shall be final.

B. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the MBEC.

2. The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 02-05 or by reason of any contract resulting from the Invitation and Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the MBEC determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the MBEC may recommend to the Director of Finance the imposition of sanctions on the bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

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

2. Failure to cooperate with the MBEC in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

E. RECORDS AND REPORTS

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

F. REMEDIES

Anti-Discrimination Policy

1. The successful bidder's compliance with the requirements of Executive Order 02-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

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

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

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

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

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

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BID)

Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises

DEPARTMENT OF FINANCE

MINORITY BUSINESS ENTERPRISE COUNCIL (MBEC)

BID# AND TITLE -	*Name of Bidder*	*Bid Submission Date*

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

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made	Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)* NO	If No Commitment
Address					
Contact Person		Quote Received		Amount Committed To	
Telephone Number / Fax #		YES	NO	Dollar Amount $	
MBEC CERTIFICATION #				Percent of Total Bid %	

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made	Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)* NO	If No Commitment
Address					
Contact Person		Quote Received		Amount Committed To	
Telephone Number / Fax #		YES	NO	Dollar Amount $	
MBEC CERTIFICATION #				Percent of Total Bid %	

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made	Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)* NO	If No Commitment
Address					
Contact Person		Quote Received		Amount Committed To	
Telephone Number / Fax #		YES	NO	Dollar Amount $	
MBEC CERTIFICATION #				Percent of Total Bid %	

☐ MBE ☐ WBE ☐ DSBE	Work to be Performed	Date Solicited		Commitment Made	Give Reason(s)
Company Name		By Phone	By Mail	Yes *(If Yes, give date)* NO	If No Commitment
Address					
Contact Person		Quote Received		Amount Committed To	
Telephone Number / Fax #		YES	NO	Dollar Amount $	
MBEC CERTIFICATION #				Percent of Total Bid %	

Rev. (12/2005) JAS

[1] MBE/WBE/DSBEs listed above must be certified by the MBEC prior to proposal submission date.

[2] Failure to give reason may result in rejection of your bid. Use additional pages if necessary.

PRIME CONTRACTOR'S PAYMENT TO MBEC SUBCONTRACTORS FORM

Prime Contractor: _____
Bid Number: _____
Contract Number: _____
Purchase Order Number: _____
Invoice Number: _____
Invoice Date: _____

Name of Subcontractor	Work/Supply Effort	MBEC Category			Percentage of Invoice Due	Dollar Amount Due
		MBE	WBE	DSBE		

Note: If this invoice does not encompass any work/supply effort performed by an M/W/DSBE, complete only the top portion of this form and check the box below.

☐ **NO PAYMENT DUE TO SUBCONTRACTOR ON THIS INVOICE.**

In accordance with the MBEC instructions, Forms and Contract Provisions which are a part of the Contract, I agree to promptly pay my M/W/DSBE subcontractors no later than five (5) days after my receipt of payment from the City. I represent that the statements contained herein are true and correct and are made under penalty of law, 18 Pa.C.S. 4904.

Prime Contractor's Signature: _____ **Date:** _____

August 2007

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: Residential Stucco Finish to Exterior Masonry Walls

1.2 CONTRACT TERM: 6/1/08 to 5/31/09 ("Initial Term"), with an option to renew for up to three (3) additional one (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

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

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

1.3 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

1.4 **METHODOLOGY OF ACQUISITION:** Purchase of Residential Stucco Services only.

1.5 **STATEMENT OF DIRECTION:**

1.5.1 It is the intent of the City of Philadelphia to make an award for the Department of Licenses and Inspections as specified herein for the above contract period for Stucco Finish to Exterior Masonry Walls.

1.6 **BID SECURITY**

1.6.1 Bid security shall be based upon **cumulative requisition amounts stated in Section 5.**

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

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Years 2007 (July 1, 2006 to June 30, 2008) are not required to provide Bid Security if their bid total is $500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

1.6.3 **Bids Opening July 1, 2007 through June 30, 2008**
Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2007 – June 30, 2008)** by submitting a check in the amount of **$120.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is non-refundable. Or if, and only if, the bidder chooses to submit the check with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

1.6.4 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds $500,000.00, the Master Bid Security Program is not applicable. Bidders instead MUST submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount of **$6,000.00.**

1.7 **BID INFORMATION:**

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

1.7.2 Information provided verbally by any City official, representative, employee or agent of the City shall not be binding or relevant.

1.7.3 The City assumes no responsibility for any representation made by any of its officers, agents or employees concerning the nature of the work or the general and local conditions unless such representation is included in the contract documents or addenda.

1.7.4 It is the sole responsibility of the Bidder(s) to ensure that they have received any and all addenda and the Procurement Commissioner may, at his or her discretion, reject any Bid for which all addenda have not been executed and returned in accordance with the instructions provided therein.

1.7.5 **Permits and Licenses.** Unless otherwise noted elsewhere, the Contractor shall obtain all permits and licenses required by the City or pursuant to applicable law in connection with the performance of all or any part of the services required under the Contract, unless otherwise specifically directed.

1.8 **BID SUBMISSION:**

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

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

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

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

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

1.8.6 By submitting a bid, the bidder certifies that he/she will become familiar with each project site and all conditions prior to commencement of work; and that all services can be completed for the amount bid and within the time specified in this bid.

1.8.7 SUBMITTALS

A. Product Data: Submit product information sheets on all products used on the project.
B. Test Reports: Independent agency reports showing compliance with specified performance criteria.
C. Manufacturer's Maintenance Instructions.

1.8.8 **BID PROCESSING FEE:**

All bids submitted where the bid total is greater than $25,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract".

1.8.9 **LBE CERTIFICATION:**

In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid.

Failure to submit the prime's LBE certification number or the subcontractor's name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.

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

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

Prime or subcontractor's LBE Certification Number_____

If applicable:
Subcontractor's Name_____

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

1.8.10 **PARTICIPATION:**
When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a **blank** "Minority Business Enterprise Council Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 02-05".

or

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

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

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's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.8.12 CONTACT PERSON:

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

Vendor's WEB address_____

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

Vendor's WEB address_____

1.9 **Bidder Pre-Qualification Questionnaire Package**

1.9.1 **First Package**

1.9.1.1 The City of Philadelphia is seeking qualified contractors to provide Stucco Finish to Exterior Masonry Walls, of abandoned residential structures.

1.9.1.2 Bidders will be required to briefly discuss or clarify their submission (and to put in writing) with representatives from L&I and Procurement prior to the bid opening.

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

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

a) Table of Contents

b) General Information Per Section

c) Capabilities & References Per Sections

d) Financials Per Section

1.9.1.5 **Confidential Information**

If the bidder chooses to include information of a confidential nature, then the City will exercise reasonable efforts to keep such material confidential to the extent permitted by law. The bidder shall separate all confidential material from the rest of the Bidder's Pre-Qualification Package and provide it in a sealed envelope, with each page of the confidential material marked "Confidential" and a cross reference designation in both the Pre-Qualification Package and in the confidential material so that the City can easily determine where the material belongs in the Pre-Qualification Package.

Any Pre-Qualification Package which contains confidential material must be accompanied by the following paragraph in the letter of transmittal:

1.9.1.5.1 "Pages _____ identified with the symbol _____ contain information that is a trade secret and/or which, if disclosed, could cause substantial injury to bidder's competitive position. (Bidder) requests that such information be used only for the evaluation of the proposal, and understands that disclosure will be limited only to the extent that the City determines is proper. If a contract is awarded to the bidder, the City will have the right to use or disclose the information as provided by law or in the contract. In any case, (Bidder) shall not hold the City liable for damages or in any other way for any disclosures that may occur."

1.9.1.6 **General Requirements**

1.9.1.6.1 The bidder is to give the following assurances and information and covenants that as a bidder it is fully qualified to provide residential construction services as listed in Section 2 of this Invitation and Bid.

1.9.1.6.2 Provide a brief history of your organization and an executive summary signed by an officer that describes your company's qualifications, ability and experience in furnishing and delivering the required service as described in this bid.

1.9.1.6.3 No bid shall be accepted from any bidder having less than four (4) years experience in the business of providing stucco, parging, etc. services. The bidder is to indicate the number of years it has been in the residential construction business.

1.9.1.6.4 Bidders must also show evidence in its response that it has sufficient staff, equipment, and training to properly manage any service resulting from this contract together with a valid up-to-date license. Identify each submission to its applicable paragraph.

1.9.1.6.5 Bidders must be able to complete 5 properties per week.

1.9.1.7 **Capabilities and References:**

a) List all contracts and experience your company has had with the City in the last three (3) years.

b) List any contracts in the last three (3) years in which your company has failed to successfully complete. List any contractual arrangements which were canceled, found to be in default, terminated for default or not renewed for poor performance.

c) Provide a minimum of three (3) contract references (other than the City) that your firm has provided Residential Construction Services for within the last five (5) years. These references should support your company's capability to meet a job of this bid's size and scope. Provide a detailed description for each contract.

i) The description, at a minimum, is to include the contract term, estimated annual contract value, nature of the work, and the name, address and telephone number of the customer's contract administrator.

At the discretion of the City, these persons may be contacted.

d) The bidder shall provide to the City, in writing, a brief description per each paragraph on how it will meet each of the City's requirements stated in Section 2, Specifications. At a minimum the following must be addressed:

1. Staffing levels and equipment to be utilized to fulfill the requirements specified herein. Identify contractor's management team, its support team, their background and experience.

2. The resumes of account supervisors other members of the company that the vendor will appoint to be ultimately responsible for the City's account.

3. The resumes shall indicate the qualifications of the staff with, as a minimum, their positions in the firm, their degrees and applicable certifications, their total years in the firm, their types of experience and their job assignment for this program.

4. A technical plan containing a detailed description of how the required services, as described in Section 2, "Specifications," will be provided and discussion of how the bidder(s) proposes to satisfy all minimum requirements of this Invitations and Bid.

5. Procedures for dealing with City's complaints about the quality and availability of services.

e) Describe any Notices of Violations, compliance orders, fines or penalties for regulatory noncompliance issued by any state or federal regulatory agency during the last five (5) years issued to your company under the terms of the contract resulting from this Invitation and Bid.

f) List any performance bonds that were called the last five (5) years due to unsuccessful completion of the contract(s).

g) State whether your company is delinquent in payment of any debts or obligations to the City of Philadelphia or its related agencies.

1.9.1.8 **Financial Information**

Please provide the following information for your company and/or partners. Bidders are to identify each submission of required information to its applicable paragraph.

a) A copy of your company's financial statements detailing balance sheet and profit and loss statement for the last eighteen (18) months. The city reserves the right to request audited statements.

b) List bank reference(s), name and telephone number of a person familiar with your accounts, types of accounts, loans or lines or credit and relevant dates that accounts were established. These persons will be contacted by the City as references.

c) List a minimum of three (3) supplier references, name and telephone number of a person familiar with your accounts, types of accounts, loans or lines of credit and relevant dates that accounts were established. These persons may be contacted by the City as references.

d) List any law suits against your company or any of your officers or partners in the last five (5) years. Bidder shall describe any pending, contemplated or on-going administrative or judicial proceedings material to Bidder's business or finances including but not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency involving Bidder or any subcontractor Bidder plans to use for the services described in this bid.

e) State whether your company, subsidiaries or affiliated organizations are delinquent in payment or any debts or obligations to the City of Philadelphia or its related agencies.

f) If you are a partnership or a joint venture, give the date of the formation agreement, County and State where the agreement was filed, and name of each partner.

g) If you are a corporation, give the date and state of incorporation and the name of the officers.

h) Bidders are advised that the City of Philadelphia may require a performance bond as part of the resulting contract. List the Surety companies which have heretofore issued performance bonds to your company for prior contract(s). Give names and addresses of each Surety company, amount of each bond and the term of each bond. List any performance bonds that were called the last five years due to unsuccessful completion of any contract.

1.9.2 **Second Package**

The second package must be identified on the envelope as a bid document and show Bid NO.S8-YE5400 along with the opening date and name of the firm. This package must contain the fully executed bid documents, bid security check (if applicable) pricing pages, a fully executed contract backer, any addendums and bid processing fee. All bid pricing must be completed on the forms provided, be complete and be in ink or typed. Bid must be complete as to required signatures and corporate seal. Any bid submitted with counter terms and conditions may be disqualified.

SECTION 1:

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

Firm Name:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone No.:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

SECTION 2:

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

Dept. Name:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone No.:	_____	_____	_____
PO#/Contract#:	_____	_____	_____
Items:	_____	_____	_____

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

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

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Wednesday, April 16th, 12:00 P.M. (Noon)** in the Municipal Services building, 1st Floor, Room 170A, 1401 J.F. K. Boulevard, Philadelphia, PA. 19102.

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

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

SECTION 2: SPECIFICATIONS

2.1 **GENERAL:**

2.1.1 The City reserves the right to inspect all aspects of the successful bidder(s) operation during the contract term. Inspection or failure to inspect shall not relieve the successful bidder of any duty, responsibility, or liability provided by law or contract.

2.1.2 **Contractor's Obligations** The services to be performed under the Contract(s) resulting from this Invitation and Bid are set forth in detail in this section. The Contractor shall furnish all labor, materials and tools, and shall complete the services to the satisfaction of the City in the manner and within the time required in the Contract Documents at the prices set forth in this document. If at any time the Contractor's methods, workforce, or equipment appear to the City to be unsafe insufficient, or inadequate for the proper performance of the provisions of this Contract, the City may order the Contractor to make such changes as the City may deem necessary; and/or relieve the Contractor of its obligations under the Contract. The Contractor shall maintain an office where orders and instructions may be delivered, and shall give personal attention to the faithful performance of the services of the contract.

2.1.3 **CONSTRUCTION REQUIREMENTS**
Prosecution and Performance of Work The Contractor's methods for the performance of work must be those best adapted for the safe, efficient, and expeditious prosecution of the work, with a minimum of interference to adjoining work sites, to adjoining properties, and to public traffic and convenience. The Contractor shall prosecute the work vigorously, without delay, and with such workforce and equipment as shall be satisfactory to L&I.

2.1.4 The Contractor shall furnish and supply all labor and materials, in the quantity and of the quality required for the proper and timely performance of the work under the Contract; all such materials shall be of the best kind and quality and any substitutions shall be subject to the inspection and approval of L&I.

2.1.5 The Contractor shall strictly conform to the orders, instructions and directions given, being expressly understood and agreed that the decision of L&I on any questions arising in connection with the performance of the work under Contract shall be binding and conclusive upon the Contractor.

2.1.6 The Contractor shall supervise and direct the work, and Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of its work under the Contract.

2.1.6.1 The awarded bidder must make every effort not to park trucks, equipment, etc. on adjoining occupied residential properties.

2.1.7 Before commencing the work, the Contractor, shall submit for approval its proposed methods of prosecution of the work, including the maintenance of both vehicular and pedestrian traffic; underpinning, bulk heading, shoring; sinking foundations; handling spoil; lighting; fencing; street surfaces; drainage; and all other branches of its work operation. Such approval is intended to safeguard the City's interest, but such approval will not be deemed to relieve the Contractor of its obligation or responsibility for the safe and proper conduct of the work.

2.1.8 The Contractor shall at all times enforce good discipline and order among its employees, and shall not employ any unfit person or anyone not skilled in the task assigned. Any contact by the Contractor or its employees with adjacent property owners, passing motorists or pedestrians, and the general public shall at all times be professional, courteous, and respectful.

2.1.9 **Materials and Workmanship** The materials used in the work under this Contract shall conform to the requirements of the Technical Specifications. Where no requirements are specified for materials or for the methods of testing materials or equipment, such materials or methods shall at least be equal to the latest standard or tentative specifications of nationally recognized standardizing agencies, such as the American Society of Mechanical Engineers, the latest codes of the National Board of Fire Underwriters or, as they apply and any regulations of the City.

2.1.10 **Investigation of Work** Should the Project Coordinator at any time have reason to suspect that the Contractor may have delivered any unsuitable, unfit or otherwise defective work, the Project Coordinator may order an investigation thereof, and the Contractor shall furnish the necessary labor and equipment for such investigation. If the City finds that any part of the work is defective, the Contractor shall repair, replace or reconstruct such work to the satisfaction of the Project Coordinator; and the cost thereof and of such investigation shall be the sole responsibility of the Contractor. If the work is found to be in accordance with the Contract Documents, the City will reimburse the Contractor, for the expense of the examination.

2.1.11 **Defective Work or Material** The Contractor shall remove, at its own expense, any work or material rejected by the Project Coordinator as unsuitable, unfit, or otherwise defective and not in accordance with Contract Documents; and shall repair, replace or reconstruct the same without additional compensation. Failure to do so shall be deemed a violation of Contract and shall be subject to the provisions of the Contract concerning violations and defaults. Any omission or failure on the part of the Project Coordinator to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

For any work or material that is in the determination of the Project Coordinator cannot be remedied or does not require total replacement, the Project Coordinator shall determine an appropriate credit due the City from the Contractor.

2.1.12 **Structures Interfering with Construction** If, in the course of the work, the Contractor determines that any of the existing structures occupy space required by the structure or its appurtenances to be constructed under the Contract, or that such structures are so situated as to render it impracticable, in the opinion of the Project Coordinator, to do the work called for under the Contract in the manner specified, the Contractor shall excavate and uncover the portions of such structures in service and shall notify the Project Coordinator, who will, if reasonably practicable, arrange for the alteration, relocation or removal of the interfering structures or appurtenances within a reasonable time.

2.1.12.1 The contractor shall not move nor disturb such structures in any way without prior approval by the owners thereof, and the approval of the Project Coordinator. Any such action by the Contractor shall be at the Contractor's sole cost, risk and expense. Structures belonging to the public utility companies, which are ordered by the Project Coordinator to be removed or relocated, will be so removed or relocated and permanent supports placed, in general by their owners without cost to the Contractor.

2.1.12.2 The Contractor, however, shall support and protect them up to the time of their removal; shall co-operate with such owners during the process of relocation, and shall maintain and protect such structures if and when such structures are relocated within the Project site or immediately adjacent thereto. Such work shall be done without additional compensation.

2.1.13 **Work in Freezing Weather.** Masonry of all kinds, pointing, grouting, plastering, and other work subject to the action of frost shall not be done when exposed to freezing weather, except under conditions where the Project Coordinator may specifically direct or permit such work, subject to the heating of materials, the protection of finished work and such other measures as may be deemed necessary. If operations are suspended on account of freezing weather, the entire work shall be properly protected until the resumption of work is permitted.

2.1.13.1 If a suspension of the work on account of freezing weather or from any other cause is necessary, the site shall be cleaned up, left in good order, and continuously maintained by the Contractor during the period of such suspension. L&I must be notified of any stoppage of work. Contractors must also notify L&I when work resumes. Failure to notify L&I may incur liquidated damages as specified in 4.2.4.1.

Contact Persons:
Scott Mulderig (215-686-2583)
Deborah Ragin (215-686-2593)

2.1.14 **Access to Fire Hydrants and Fire Alarm Boxes-**Fire hydrants shall be left at all times clear of obstructions and readily accessible to fire apparatus. No material or other obstructions shall be placed within ten (10) feet of a fire hydrant. Fire alarm boxes shall be supported and protected and maintained so as to be readily accessible and open to view. Excavation shall be decked or bridged, where necessary, to permit the safe passage of fire apparatus and to give access to fire hydrants and to adjacent buildings for the extinguishing of fires. Where necessary, branch pipes shall be extended from the nozzles of the fire hydrants to the mains. Fire hydrants and any branch pipes shall be protected from freezing, and the fire hydrants (particularly the high pressure type) shall, where necessary, be braced or tied to the connecting pipes to prevent movement under water pressure.

2.1.15 **Clean-up of Project Site** - The Contractor and its Subcontractors shall remove all rubbish or refuse from the Project site daily and as the work progresses the Contractor shall carefully clean and keep the Project site clean from such rubbish and refuse. The Contractor shall furnish to the Project Coordinator, upon request, all documentation regarding the proper disposal of all rubbish, soil, refuse, and other debris. The clean-up work shall be governed by the record of existing conditions made and filed with the Department prior to the commencement of work.

2.1.16 **Maintenance after Completion and Contractor's Guarantee**

a) The Contractor shall guarantee the work against defects in materials and workmanship for a period of one (1) year from the date of completion and acceptance by the City, unless a longer period is specified in accordance with the Technical Specifications.

b) If, within the one (1) year period of guarantee, any of the work shall prove to be defective either in materials or workmanship, or if damage occurs by settlement of the backfill, the Contractor shall immediately, upon demand of the Project Coordinator (whose decision as to such inadequacy, insufficiency, or defectiveness shall be binding and conclusive upon the Parties hereto), repair and replace the same in accordance with the plans and technical specifications; and shall repair and replace any damage to other parts or structures at the Contractor's sole cost and expense, without cost or expense to the City and to the approval and complete satisfaction of the Project Coordinator.

c) Should the Contractor or its sureties fail to comply with the orders of the Project Coordinator to replace or repair defective materials, workmanship as aforesaid within the time specified in subparagraph (a) above, the Operating Commissioner shall notify the Procurement Commissioner, who shall have the right to declare the Contractor or its surety, or both, in default and to proceed with the correction of the defect in accordance with the "default of contract" methods provided herein.

2.1.17 **Termination for the Convenience of the City** The City may terminate performance of services and furnishing of materials under this Contract at any time during the term of the Contract, for any reason, including, and without limitation, the City's own convenience. Written notice of termination shall be sent to the Contractor by the Procurement Commissioner which shall set forth the effective date of the termination. Upon receipt of such notice of termination, the Contractor shall stop all services and furnishing materials under the Contract. Upon termination for convenience, the City shall be liable only for the cost and profit on the services and materials then completed and furnished by the Contractor. The City shall have no additional liability or cost, for termination of the Contract, including but not limited to any penalty; the Contractor's anticipated profits or any loss on the services terminated. Termination of the Contract shall not affect any obligation or liabilities of either Party accruing prior to termination.

2.1.18 **DESCRIPTION OF WORK**
The below specifications cover the requirements, quality and procedures to be met by the awarded bidder(s) for residential stucco/parging work to existing structures for the Department of License and Inspection (L&I).

2.1.19 The awarded bidder(s) shall furnish all labor, material and equipment necessary to begin the work specified below within five (5) working days, weather permitting and be completed within thirty (30) days unless otherwise specified by License and Inspection.

2.1.19.1 Licenses and Inspections must be notified if work will not be started within five (5) days or if work is stopped for any reason. Contractors must also notify L&I when work resumes. Failure to notify L&I may incur liquidated damages as specified in 4.2.4.1

Contact Persons:
Scott Mulderig (215) 686-2583
Deborah Ragin (215) 686-2593

2.2 **26078 001 006**

STUCCO FOR EXTERIOR WALL FINISH (TYPE "A")

2.2.1 **REFERENCES**

A. ASTM C 109/C 109M – Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm Cube Specimens).

B. ASTM E 96 – Standard Test Methods for water Vapor Transmission of Materials.

C. ASTM E 119 – Standard Test Methods for fire Tests of Building Construction and Materials.

D. UBC Std 14-1 – Kraft Waterproof building Paper; ICBO.

E. Procurement department specification 24-C-2j:08.

2.2.2 **PRODUCTS & MANUFACTURERES**

A. Acceptable manufacturer for Insulating Stucco materials: Omega Products International Inc., 282 South Anita Drive, Orange, CA 92868. ASD. Tel: (714) 935-0900. Fax: (714)935-0800.

B. Requests for substitutions will be considered by the Project Coordinator.

2.2.3 **MATERIALS**

A. General Requirements: Provide base and finish coats manufactured or approved by manufacturer and distributed by the same or its authorized dealers.

B. Finish Coat: Aggregate in acrylic emulsion binder, applied over base primer, or cementitious material applied over base; to provide protective decorative finish.

1. Apply finish coat over base coat surface to a nominal thickness of 1/8 inch.

2. Semi-Smooth texture, Omega Semi-smooth finish, DS03-004. Use steel trowel to create rough cast appearance.

3. Colors: To be selected by Architect, from manufacturers' standard list of colors.

C. Base Coat: Omega Diamond Wall.

1. Apply base coat over metal lath surface to a nominal thickness of ½ inch.

D. Lath Expanded metal lath, woven wire mesh, or welded wire lath.

1. On masonry substrate, use minimum 1-1/2 inch (35 mm) by 17 gauge (1.35 mm) thick lath. Metal shall be corrosion-resistant or shall be treated with a rust-inhibitive coating. It shall have openings of sufficient size to permit the scratch coat to be forced through the openings and completely embed the reinforcement.

2. Corner Reinforcing: 3.4 lb/sq yd (1.8 kg/sq m) expanded metal mesh, galvanized, 6 inches (150 mm) by 18 inches (450 mm) long.

3. Wire for Attaching Lath: ASTM 641 galvanized.

E. Mechanical Fasteners: Provide corrosion resistant fasteners to attach lath to substrate. Furring nails shall be of such design as will rigidly hold the reinforcement not less than ¼ inch away from the support.

F. Accessories: Provide galvanized steel preformed components to form corners, edges, control joints, weeps, and for decorative effects; depth to suit base and finish coat thickness; provide the longest possible lengths, minimum 5/8 inch depth.

1. Corner Beads: 26 gage (0.45 mm), 2 inch (50 mm) wide expanded flanges.

2. Vent Screeds: 24 gage (0.6 mm) thick double "V" profile with perforations between "V"'s.

3. Casing Beads: 24 gage (0.6 mm) thick, expanded metal flanges, square edges.

4. Drip Screeds: 26 gage (0.45 mm) thick, 3-1/2 inch (83 mm) high flange.

5. Control and Expansion Joints: Unijoint II.

2.2.4 **EXAMINATION**

A. Before application, ensure that substrate:

1. Is of one of the acceptable types specified.

2. Is true, flush, and free of irregularities within 1/4 inch in 4 foot (6 mm in 1.22 m) radius.

3. Is sound, dry, properly abutted, and has no surface voids, projections, or other discrepancies that may interfere with application of the system.

B. Notify the Project Manager of any discrepancies found.

C. Ensure that flashings, hangers, fasteners, trim, fixed supports and other waterproofing materials have been properly installed.

2.2.5 **PREPARATION**

Clean substrate to which the system is to be applied to ensure that no foreign materials are present; foreign materials include, but are not limited to, oil, dirt, dust, form release agents, efflorescence, paint, wax, water repellents, moisture, frost, and protruding nails.

2.2.6 **INSTALLATION**

A. Install in accordance with this specification and stucco manufacturers instructions.

B. Coordinate installation with all other installers.

C. Protect all surrounding areas and surfaces from damage, soiling, And overspray due to installation.

D. Provide sufficient manpower to ensure continuous operation, free of cold joints, scaffolding lines, variations in texture, and other defects.

E. Provide expansion joints at least as follows:

1. At all expansion joints in building structure.

F. Maintain minimum gap of 1/2 inch (13 mm) at all penetrations and expansion joints.

G. Base Coat: Apply according to manufacturer's instructions, to flatness of 1/8 inch in 10 feet (3 mm in 3 m); moist cure for minimum of 24 hours.

H. Finish Coat: Tint, mix, and apply according to manufacturer's instructions.

2.2.7 **PROJECT CONDITIONS**

A. Environmental Requirements: Before, during, and following application, the ambient and surface temperatures must remain above 40 degrees F (4 degrees C) and below 120 degrees F (49 degrees C) for a minimum period of 24 hours.

Temporary Facilities: General Contractor is to provide access to electrical outlets, clean, potable water, and suitable work area at the construction site throughout application period.

2.2.8 **MAINTENANCE**

After completion, deliver to City for maintenance purposes one container of base coat and one container of finish coat for each color and texture installed.

2.2.9 **DELIVERY, STORAGE, AND HANDLING**

A. Deliver all materials to the construction site in their original, unopened packaging with labels intact.

B. Inspect the materials upon delivery to assure that specified products have been received. Report defects or discrepancies to the appropriate party according to the construction documents.

C. Store materials in a cool, dry place, protected from direct sunlight, weather, and other damage. Do not store materials in contact with the ground.

2.2.10 **CLEANING AND PROTECTION**

A. Remove leftover materials and debris.

B. Clean adjacent materials, surfaces, and work areas of excess materials resulting from this application.

2.2.11 **WARRANTY**

A. Provide manufacturer's standard limited materials warranty.

B. Provide written certification by installer that workmanship, materials, details, and installation procedures are in accordance with the contract documents and the manufacturer's instructions.

2.2.12 **ROUGH CARPENTRY**

2.2.12.1 **SUMMARY (NON-INCLUSIVE)**

Section Includes: Wood framing, furring and blocking, including fasteners and accessories which will generally be concealed in the finished Work.

2.2.12.2 **RELATED WORK SPECIFIED ELSEWHERE**

A. Section 07511: Repairs to Existing Built-Up Roofing

B. Section 07650: Flexible Flashing

2.2.12.3 **SUBMITTALS**

A. Product Data: Submit Product Data for preservative and fire-retardant treated material.

2.2.12.4 **QUALITY ASSURANCE**

A. Regulatory Requirements:

1. Conform to applicable building code for fire-retardant treatment of wood surfaces for flame spread and smoke developed ratings.

2. Fire-retardant treatment to conform to requirements of Underwriters Laboratories Inc. (UL).

B. Referenced Standards:

1. Lumber: Identify with grade stamp of an agency certified by NFPA and WWPA.

2. American Plywood Association (APA) Product Guide: Performance-Rated Panels.

2.2.12.5 **MATERIALS**

A. Lumber: Material concealed from view in the Finished Work. Lumber and sizes shall comply with PS-20. Use dry lumber (S-DRY), surfaced four sides (S4S). Moisture content shall not exceed 19 percent except that moisture content of all 2-inch lumber shall not exceed 15 percent or less at time of surfacing. Stamp lumber “S-DRY” and “MC-15” respectively. Lumber shall conform to WWPA Grading Rules as follows (all sizes nominal):

B. Plywood: As recommended by "Guide to Plywood Grades under Product Standard PS-1 for Softwood Plywood/Construction and Industrial" published by the American Plywood Association, except as otherwise indicated.

2.2.12.6 **PRESERVATIVE WOOD TREATMENT**

A. General: Comply with AWPA Standard C2. Mark each piece with AWPA or SPIB Quality Mark Requirements.

1. Provide treatment materials for field cut surfaces.

B. Above-Ground Wood Treatment: Pressure treat to a minimum retention of 0.25 pcf.

1. Kiln-dry lumber to maximum 19 percent moisture content.

2. Kiln-dry plywood to a maximum 15 percent moisture content.

3. Treat wood where indicated and as follows:

a. In contact with concrete or masonry.

2.2.12.7 **FIRE-RETARDANT PRESSURE TREATMENT**

A. Lumber: Comply with AWPA C 20.

B. Plywood: Comply with AWPA C 27.

C. Treatment: Type A for interior work, and protected exterior work. Exterior type for exterior locations exposed to the elements.

D. Provide UL-listed identification on fire-retardant-treated materials.

E. Fire-retardant treat all lumber and plywood on the interior [and exterior] of the building unless otherwise indicated.

2.2.12.8 **ROUGH HARDWARE**

A. Provide hardware of the size, type, and quantity required to permanently secure the Work. Hardware shall include nails, spikes, screws, anchor bolts, lag bolts, toggle bolts, or other approved fasteners. Hardware exposed to weather shall be hot-dipped galvanized per ASTM A 153, or shall be stainless steel.

1. Nails shall be barbed or ring-shank type and penetrate minimum 1-1/4 inch into substrate.

2. Fasteners into concrete or masonry shall be one of the following as suitable to condition:

a. Hardened Concrete: minimum No. 10 screws, in pre-drilled holes.

b. Explosive set anchors, minimum 1 inch penetration.

c. Epoxy anchors in pre-drilled holes.

d. No hand driven nails allowed.

e. No lead, fiber or plastic shields or plugs allowed.

2.2.12.9 **INSTALLATION**

A. Comply with American Forest and Paper Association (AFPA) "National Design Specification for Wood Construction" and Wood Frame Data No. 1".

B. Construct members of continuous pieces of longest possible lengths.

C. Install the work plumb, level, and true of shape and configuration shown.

D. Coat cut surfaces of preservative treated wood to comply with AWPA M 4.

E. Anchors:

1. Nailing: As scheduled in applicable building code if not otherwise indicated.

2. Provide all bolts with plate washers.

3. Recess the heads of screws and bolts below the surface of the member where indicated or required for future Work.

F. Blocking, nailer's edge strips and cants at roofing:

1. Install members in longest lengths possible. Offset joints between members by minimum 4 feet.

2. Anchor members to structure as follows:

a. Ends of Members: Provide anchor within 6 inches of ends.

b. Members Over 6 Inches Wide: Stagger anchors in offset rows and double at ends.

c. Concrete Masonry Units: 1/2 inch diameter anchor bolts with 2 inch 90 degree leg at 4 feet on center maximum. Minimum 12 inch embedment into grouted core.

d. Concrete and Bond Beams: 1/2 inch diameter expansion bolts at 3 feet on center or double staggered row of masonry screws, each 12 inches on center.

e. Corner Zones: For a distance of minimum 8 feet from each corner, double the number of fasteners by decreasing the spacing to half of the spacing listed above.

3. Anchor members to each other: Use nails which penetrate minimum 1-1/4 inch into the wood layers below in two staggered rows, each 24 inches on center or 3/8 inch lag bolts in two staggered rows, each 4 feet on center.

2.8.13 **JOINT SEALANT**

2.2.13.1 SUMMARY (NON-INCLUSIVE)

A. Section Includes: Joint sealing at the following locations:

1. Joints exposed to weather in the finished work.

2. Joints not exposed to the weather, but visible in the finished work, except tight joints between smooth materials.

3. Expansion joints and control joints, except where shown or specified to be covered or made tight elsewhere.
4. Where required to make joints weathertight.

5. Where indicated, whether or not meeting other criteria in this paragraph.

B. Joint sealant work specified as Work of other Sections, but required to comply with the provisions of this Section, includes:

1. Sealant work internal to flashing and sheet Metal Work and Metal Siding, specified in other Division 7 Sections.

2.2.13.2 **Reference Standards:**

1. American Society for Testing and Materials (ASTM)
C 790 Standard Guide for Use of Latex Sealants
C 804 Practices for Use of Solvent- Release Type Sealants
C 919 Practices for Use of Sealants in Acoustical Applications
C 1193 Guide for Use of Joint Sealants

2. Sealants: The Professional's Guide by the Sealant Waterproofing & Restoration Institute.

2.2.13.3 **RELATED WORK SPECIFIED ELSEWHERE**

A. Section 07511 - Repairs to Existing Built-Up Roofing

B. Section 07650 - Flexible Flashing

2.2.13.4 **DEFINITIONS**

A. Joint Sealants: "Caulk," "caulking," and "sealant" are synonymous, and mean "Joint Sealants" as specified herein.

B. "Joints" include interfaces between general construction materials, and exposed interfaces between mechanical and electrical materials and other materials where mechanical and electrical work penetrates walls and floors, except where such penetrations are shown or specified to be covered and made tight by flanges, gaskets, escutcheons or similar devices.

C. Exposed: Joints exposed to view in the finished Work.

D. Concealed: Joints concealed from view in the finished Work.

E. Exterior: Joints at exterior surfaces of the building, whether or not directly exposed to the weather.

F. Interior: Joints at interior surfaces of the building and not exposed to the weather in any manner.

G. Masonry: Joints in unit masonry and concrete pre-cast concrete, rough stone, cut stone, ceramic and quarry tile.

2.2.13.5 **SUBMITTALS**

A. Product Data: Submit Manufacturer's Product Specifications, handling, installation and curing instructions, for each product specified.

B. Samples: Submit Samples for the following purposes:

1. Initial Selection: Submit manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available, for each product exposed to view.

2. Verification: Submit Samples of each type and color of joint sealant required. Furnish joint sealant samples formed with [½ inch] {13mm} wide joints between two (2) [6 inch] {150 mm} long strips of material matching the appearance of exposed surfaces adjacent to joint sealant in the Work.

C. **Test Reports:**

1. Submit manufacturer's certified compatibility, non-staining, and adhesion test reports for elastomeric sealants indicating that materials forming each joint substrate and joint backing have been tested for compatibility, non-standing and adhesion with proposed joint sealant.
2. Include manufacturer's interpretation of test results relative to product performance and recommendations for primers and substrate preparation needed to obtain adhesion.

D. Certificates: Submit manufacturer's certification for each joint system indicating the following: Describe each joint system including each combination of substrates, sealants, backers, accessories, and joint profiles.

1. Each product to be furnished complies with Contract documents.
2. Each product and system is recommended and approved by Manufacturer for intended application indicated, and lists requirements for primers, backers and accessories.
3. Each product and system is compatible with other materials in joint system and substrate.

E. Special Warranty: As specified herein.

2.2.13.6 **GENERAL**

A. Each joint sealant system shall include cleaning of joints, priming where required, backing as specified, masking along both sides of joints where required, bond-breaker where conditions of the joints require, and finish sealing with the type of material specified.

B. Comply with approved submittals and manufacturer's requirements.

2.2.13.7 **SCHEDULE OF SYSTEMS**

A. Exterior joints, as otherwise indicated: Type 1 or 2.

B. Exterior joints, with wood on one or both sides of joint: Type 3.

C. Preformed Foam Sealants; Where Indicated

2.2.13.8 **EXAMINATION**

A. Site Verification of Conditions: Substrates: Examine for conformance to requirements indicated for that substrate. Existing Substrates: Examine for Conditions which will adversely affect the execution of the Work and which are not including in indicating repair and patching.

B. Conditions: Report to the Project Manager, Construction Manager, Contracting Officer, City prior to commencing Work.

C. Corrections: Make corrections to substrates prior to commencing Work at no cost to City. Perform corrections as directed by City.

D. Acceptance: provide Work required because of deficient or defective substrates at no expense to the City.

2.2.13.9 **PREPARATION**

A. Cleaning: Clean joints of loose particles, dust, and other materials detrimental to adhesion.

B. Masking: Mask edges of joints to prevent misplacement of the primer or sealant onto adjacent surfaces.

C. Priming: Apply primer as recommended by sealant manufacturer, to dry surfaces prior to application of joint backing, bond-breaker or sealants.

D. Surface Preparation: At substrates with pinholes, pock marks, honeycombing or other similar surface irregularity, including but not limited to cast-in-place concrete, cast stone, or pre-fill with a skim coat tooled to fill the irregularities.

A. Joint Backing:

1. Install where shown and in joints where the depth of the joint exceeds the required depth of the sealant.

2. Install to provide backing and uniform depth of sealant.

3. Install with approximately 30 percent compression.

4. Do not stretch, twist, puncture or tear joint backing.

5. Butt joint backing at intersections.

F. Bond-Breaker: Install bond-breaker smoothly at back of joint to eliminate three- sided adhesion where joint backing cannot be installed.

2.2.13.10 **INSTALLATION**

A. Sealant Application: Apply sealant in accordance with manufacturer's instructions and referenced standards, using hand guns or pressure equipment with proper nozzle size. Force sealant into and against sides of joint. Avoid pulling of the sealant from the sides. Fill joint completely with sealant.

B. Tooling:

1. Typical Joints: Tool exposed surfaces to compress sealant to concave joint configuration in accordance with ASTM C 1193, Figure 6A.

2. Horizontal joint: Tool to provide a slight wash.

3. Recessed joint: Tool to configuration in accordance with ASTM C 1193, Figure 6C.

4. Joints shall be straight, uniform, smooth and neatly finished.

5. Tooling agents shall only be used if recommended by the sealant manufacturer.

C. Double Line of Sealant:

Where double lines of sealant are indicated, install inner line and allow to cure before installing outer line of sealant. Maintain a minimum ½ inch cavity between inner and outer lines of sealant and backers. Where cavity between lines of sealant is interrupted, continue inner line to seal the bottom of the cavity and weep to exterior.

D. Against rough surfaces or in joints of uneven widths, locate sealant back into joint to avoid appearance of excess sealant.

E. Installation of Performed Foam Sealants: Comply with manufacturer's directions. Install each length immediately after removing protective wrapping. Do not pull or stretch material. Ensure seal continuity at ends, turns, and intersections of joints. At low ambient temperatures, apply heat where expansion of sealant requires acceleration to produce seal.

F. Gun- Applied Epoxy Grout: Since product produces a vapor barrier, do not apply to surfaces where transmitted vapor can condense and freeze under coating.

2.2.13.11 **CLEANING**

A. Strip off protective masking tape immediately after compound has been applied. Strip toward the joint. Do not reuse masking material. Discard tape carefully to prevent defacing adjacent surfaces.

B. Clean off excess compound or smears with cleaning material recommended by the manufacturer of the compound.

2.2.13.12 **SEALANTS**

A. Colors: For each of the sealant types listed, provide colors as indicated. Manufacturer's full line of colors shall be published in promotional literature without regard to cost. General Use Weatherproofing Sealants: one (1) color selected from manufacturers full line. Special Use Sealants: one (1) colors selected from manufacturers full line.

B. General Use Weatherproofing Sealants: Type 1: Silicone, one-part, non-sag, low-modulus, neutral cure, ASTM C 920, Grade NS, Class 25 (FS TT-S-001543B, Class A).

1. Joint Movement Range: 20 to 50 percent.

2. Service Life: Minimum 20 years.

3. Ultimate Tensile Strength: 250 to 450 psi.

4. Shore A Hardness: 15 to 50 at 75 degrees F and 50 percent relative humidity.

5. Acceptable Products:

   a. Bostik Construction Products Division: “Chem-Calk 100”.
   b. Dow Corning Corporation;”790”
   c. Dow Corning Corporation; “795”
   d. General Eletric Company; “Silpruf 2000”.
   e. Pecora Corporation; “864”.
   f. Tremco; “Spectrem 1”.
   g. Tremco; “Spectrem 2”.

2.2.13.13 **PRIMERS**
Non-staining, compatible with sealer and substrate, and made or recommended by the sealant manufacturer.

2.2.13.14 **JOINT BACKING (BACKER ROD)**
Performed compressible, resilient, non-waxing, non-extruding, non-staining strips, polyethylene foam, closed cell sponge neoprene, urethane foam, or neoprene, butyl or EPDM tubing, ASTM D 1056, as recommended by the sealant manufacturer. Backing shall be of sizes and shapes to control sealant depth and otherwise contribute to optimum sealant performance, sized to suit the various conditions, and shall be compatible with sealant, primers, and substrates.

2.2.13.15 **BOND BREAKER**
Polyethylene or other plastic types as recommended by sealant manufacturer for preventing bond between sealant and materials at back (3rd) surface of joint.

2.2.13.16 **MISCELLANEOUS MATERIALS**
Provide masking type and cleaning agent as recommended by sealant manufacturer.

2.2.13.17 **PREFORMED FOAM SEALANTS**

A. General: High-density urethane foam impregnated with non-drying, water repellent agent; factory-produced in pre-compressed sizes in roll or stick form to fit joint widths and develop a watertight and airtight seal. Products shall be permanently elastic, mildew-resistant, non-migratory, non-migratory, non-staining, and compatible with adjacent materials.

1. Acceptable Products:
   A. Emseal Corporation; “Emseal”.
   B. Emseal Corporation; “Emseal Grayflex”.
   C. Illbrick, Inc.; “Will-Seal Tape Type 15”-.
   D. Illbrick, Inc.; “Will-Seal Tape Type 250”.
   E. Sandell manufacturing Co.; “Polytite R”.
   F. Sandell manufacturing Co., Inc.; “Polytite Standard”.

2.2.13.18 **DELIVERY, HANDLING AND STORAGE**

A. Packing, Shipping: Ship in labeled containers indicating compliance with specified criteria, storage and environmental conditions and installation instructions.

B. Handling and Storage: Comply with manufacturers recommendations.

2.2.13.19 **PROJECT SITE CONDITIONS**
Environmental Requirements: Perform the Work under climatic conditions recommended by the material manufacturer.

2.2.13.20 **SPECIAL WARRANTY**
Warrant the Work to be Waterproof, windproof, and dustproof for a period of five (5) years following date of Substantial Completion. Repairs or replacements required during this period shall be at no additional cost.

2.3 **Pricing**

2.3.1 **26078 001 006**

Stucco Finish to Exterior Masonry Walls

Price per Square Foot

Estimated Quantities 160,000 SF.

2.3.2 Bidders shall submit a price per square foot in Section 5.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION**

3.1.1 Bid will be evaluated by the Procurement Department.

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

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

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

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

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 “Terms and Conditions of Bidding and Contract”.

3.2 **AWARD**

3.2.1 This Invitation and Bid shall be awarded as a whole:

LBE Calculation

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

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

3.2.3 **BASIS OF AWARD**

The prices used for the calculation of the Basis of Award must be the same prices as quoted in Section 5 - Pricing. In the event of a conflict between the prices quoted in Section 5, "Pricing", of the bid and those used in the Basis of Award, the prices quoted in the Pricing Section will prevail and will be used for calculations.

3.2.4 **PERFORMANCE SECURITY**

If the total award amount is $500,000 or less, bidders attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract", for the required Performance Security. Please note however, that all awards as a result of this bid will have a minimum contract amount of $25,001.00. All awards at the $25,001.00 amount will be subject to a $50.00 Master Performance Security Fee.

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

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

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

3.2.6 **Insurance**

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

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 **CITY OF PHILADELPHIA RESPONSIBILITY**

4.1.1 The Department of Licenses and Inspection will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing; and will prepare and submit through the appropriate review channels, a purchase order against the applicable bid.

4.1.2 **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.

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 L&I is responsible for monitoring the services performed as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

4.1.4 **ADD-ONS:**

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

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

4.1.5 **MATERIALS TESTING:**

The City of Philadelphia, may, during the life of this contract, supply a delivered product from this contract to the Materials Testing Laboratory. These products shall be tested to ensure conformance with bid specifications. If product fails, or is different from product supplied at award stage, rejection procedures will be implemented.

4.2 **VENDOR RESPONSIBILITY**

4.2.1 Contractor(s) may provide only 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 service requests until after receipt of purchase order or other authorizing document from Procurement.

4.2.2 Contractor may perform only 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).

4.2.3 Contractors may perform 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.

4.2.4 **DELIVERY:**

Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, performance of services will be made within 30 days from date requested by Using Agency. VENDOR NOTE: In Section 5, specify delivery if other than 30 days.

4.2.4.1 Liquidated Damages

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

4.2.5 In the event that the contractor receives an order for services 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 perform.

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

4.2.7 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.

4.2.8 **REPORTS**

4.2.8.1 **RECYCLED USAGE REPORTS**

If the successful bidder is supplying products/ services in this contract that have recycled content, indicate which item(s) contain this content in Section 5: Pricing, (under the applicable item) and the percentage of recovered material and post consumer material as it applies.

The successful bidder will be required, on a quarterly basis, to furnish a usage report of the recycled products purchased by City Departments. Two reports will be required:

a. **Departmental Report**
A report by purchase order, current and cumulative, showing item(s) delivered, description, date, quantity, price, extended amount and to the extent possible, the percent of recovered material in delivered items.

b. **Item Report**
A report, current and cumulative, by item, showing description, date, quantity, price, extended amount, and to the extent possible, the percent of recovered material and percent of Post-Consumer material in delivered items.
All reports are to be submitted to the Recycling Office, Room 780, Municipal Services Building, Philadelphia, PA 19102, Attn: Recycled Content Administrator.

In support of the City of Philadelphia's Recycling Program, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content.

The City also 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 ☐

4.2.9 **PAYMENTS**

The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. See Above.

4.2.9.1 Paying the successful vendor is the responsibility of the receiving City Department(s), not the Procurement Department. The successful vendor 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.

4.2.9.2 **Contract Bid Language Regarding Payments to MBEC Subcontractors**

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

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process. The successful bidder is required to submit with each invoice the completed "Prime Contractor's Payment to MBEC Subcontractors; Form" indicating what percentage and dollar amount of the invoice that will be paid to its MBEC certified subcontractor(s).

Failure to submit the attached "Prime Contractor's Payment to MBEC Subcontractors' Form" with each invoice may result in rejection of the invoice.

4.2.10 **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.

4.2.11 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.

4.2.12 **Invoices/Receipts:**

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

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

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

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

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. 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.

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

Hourly Prevailing Wage Rate Schedule

CLASSIFICATION	Base Rate	Fringe Benefits
Plaster	$31.90	$18.85
Laborer	$23.12	$19.35

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 Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.

Procurement Department
Municipal Services Building
1401 J.F.K. Boulevard - 1st Floor
Philadelphia, PA 19102-1670
Telephone Numbers: (215) 686-4720/21
Fax Number: (215) 686-4767

4.4 **PRICE INCREASE OR DECREASE:**

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

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

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

or

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

For each renewal period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for April 2007 of the **applicable year of the renewal.**

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

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

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

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

SECTION 5: PRICING

(PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES)

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

		Quantity	Unit	Unit Price	Amount
5.1	**26078 001 006**				
	Finish, Stucco; Exterior Masonary Walls	160,000	SF	$_____	$_____

Extended Total Bid Amount $_____
(Unit Price X Quantity for all items bid).

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
STANDARDS DVISION

NO. 24-C-2j:08
Supersedes 24-C-2i:98
Effective Date: 01/29/08

SPECIFICATION

APPLICATION OF PORTLAND CEMENT - STUCCO FINISH

1. **CLASSIFICATION:** This specification covers the procedures to be followed and the requirements to be met by the contractors who receive awards of contracts for applying Portland Stucco on exposed exterior masonry walls.

2. **APPLICABLE SPECIFICATIONS:** The Standards Contract Requirements of the City of Philadelphia, issue of April 1976, or latest revision, shall become part of the specifications. If the special specifications, the proposal or the plans modify any of the Standards Contract Requirements or standard specifications, they shall supersede the portions of the Standard Contract Requirements or standard specification with which they conflict (Ref: Clause Standard Contract Requirements).

2.1 All stucco work will be done in accordance with Section B-2506.O of the Philadelphia Building Construction and Occupancy Code as stated below:

SECTION B-2506.O PORTLAND CEMENT STUCCO
LATHING AND PLASTERING

B-2506.1 ***General:*** All exterior and interior Portland Cement Stucco lathing and plastering shall be done with the appropriate materials listed in Table B-2505.2.

B-2506.2 ***Weather Protection:*** All materials shall be stored in such a manner as to protect such materials from the weather.

B-2506.3 ***Installation:*** Installation of these materials shall be in compliance with ASTM C926 and ASTM C1063 and Section B-2506.4.

B-2506.4 ***Protection After Application**:* At all times during application and for a period of not less than 48 hours after application of each coat, provisions shall be made to keep stucco work above 40 degrees F. (4 degrees C.)

3. **REQUIREMENTS:** Contractors shall furnish all labor, materials and equipment necessary to perform the operations herein described.

3.1 ***Requirements for Bidders*** . Bidders shall examine in detail the sites of the work to be done and shall acquaint themselves with all conditions affecting the work; they shall take their own measurements for which they will be held responsible.

3.2 ***Requirements to be Met by the City*** . The Licenses and Inspections Department (L&J) inspector shall thoroughly inspect the wall in question and verify the exact nature of the work to be performed. If any special conditions exist, requiring preliminary construction work, these shall be clearly specified in the requisition and the Invitation to Bid.

3.3 ***Requirements to be Met by the Con tractor***

3.3.1 Upon notification from the Department of Licenses and Inspections, the contractor shall commence work within five *(5)* days, weather permitting, and complete it within ten (10) days unless commencement and/or completion has otherwise been specified by the Department of Licenses and Inspections.

3.3.2 Contractors shall remove all boards, loose wallpaper, plaster, and cement, roof asphalt membrane and similar materials; shall fix in any existing voids, except chimney chases unless specifically required by the Department, with like materials and also remove any projections which can be removed without adversely affecting the structural stability of the walls. If any special requirements are specified in the Invitation to Bid, then the contractor will also perform these requirements.

3.3.3 Metal reinforcement shall be used over the entire wall area unless specified otherwise. Mesh galvanized wire, not less than 18 gauge, securely nailed with approved galvanized nails on twelve inch (12”) horizontal and vertical centers will be acceptable for use on masonry wall surfaces.

3.3.3.1 Chases, hollows and voids which are more than three inches (3") in any measurement must be spanned by galvanized diamond mesh lath weighing a minimum of *2.5* pounds per square yard.

3.3.3.2 Stucco reinforcement for use of wood frame construction shall be galvanized diamond mesh lath weighing a minimum of *2.5* pounds per square yard. The lath shall be installed with sight penny galvanized nails on eight inch (8") centers. Nails shall be driven in at 3/4 of the length and clinched.

3.3.3.3 Stop beads to be installed at all external corners.

3.3.4 Swinging and hanging scaffolds are prohibited. Swinging and handing scaffolds shall be interpreted as those scaffolds which are suspended by hooks from a roof or a parapet.

3.3.5 Contractors will dig a trench minimum of one foot (1') below grade and stucco the exposed wall.

3.3.6 The contractor shall apply Portland Cement Stucco in two separate coats for a minimum of 3/8" thickness at any point.

3.3.6.1 The scratch coat shall be completely applied and scored on the entire surface of the wall before the application of the final coat. Scratch coat to be approved by inspector prior to application of final coat.

3.3.6.2 The finish coat shall be a uniform sand float finish, or stipple finish is acceptable.

3.3.6.3 The scratch coat shall be mixed in a volume of one part cement, one part lime and two parts sand (lxlx2). The finish coat shall be mixed in a volume of one part waterproof cement, one part lime and three parts sand (lxlx3).

3.3.7 Contractor shall remove all debris and trash resulting from his operation.

3.4 ***Additional Requirements***

3.4.1 ***Permits and Licenses*** - The contractor shall obtain and pay for all permits, licenses, fees and other charges required by the City, County or State.

3.5 Default Provisions

3.5.1 If as a result of inspection, the Department determines that the vendor has defaulted on any requirements of the specifications, the Department may request the Procurement Commissioner to review the facts and the Procurement Commissioner may impose the following penalties:

3.5.1.1 ***First Offense*** - Suspension from the Bidder's List for period of not less than sixty (60) days and a forfeiture of all current bid awards not covered by a permit.

3.5.1.2 ***Second Offense*** - Removal from the Bidder's List for a period of not less than three (3) years.

3.5.2 Notwithstanding the above provision, contractor shall not be liable for suspension for delays in performance caused by acts of God, acts of public enemy, acts of government, quarantine restrictions and general strikes through the industry or freight embargoes not caused by or participated in by contractor.

3.5.3 Resort to the suspension provision by City shall not preclude resort by City to other available remedies for subsequent or continuing breaches by contractor.

Attention Bidder:

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

Exhibits
Drawings
Attached specifications
Attached documents

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

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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

CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT

Public Information Unit

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

PLEASE NOTE INCREASED FEE Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

_____

Telephone No.: _____ Fax No.: _____

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

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

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

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

DO NOT SEND CASH

Revised 03/07

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

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids
Period of Coverage: July 1, 2007 – June 30, 2008

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2007 to June 30, 2008**, complete the enclosed application and return it with a check for **$120.00.** Make the check payable to "**City of Philadelphia**". It is **non-refundable.** To clarify the precise use of the check, enter the words "**Bid Security Program**" **2007 – 2008** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

Telephone No: (___)_____Fax No: (___)_____

☐ A. Check payable to the City of Philadelphia in the amount of $120.00 for 7/1/07 to 6/30/08
(NO PERSONAL CHECKS)

Internal Use Only

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

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

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

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

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

AMOUNT OF BID OR ESTIMATED. CONTRACT	AMOUNT OF CERTIFIED CHECK
$ 25,000.00 or less	No Check Required
$ 25,000.01 - $ 99,999.99	$ 500.00
$100,000.00 - $249.999.99	$2,000.00
$250,000.00 - $499,999.99	$4,000.00
$500,000.00 or more	$6,000.00

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

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

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

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

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

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

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE
In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

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

EVALUATION AND AWARD

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

8. RESPONSIVENESS. Subject to the right of the Procurement Commissioner to waive nonresponsiveness 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 nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsivencss is not material to the Invitation and Bid or that a waiver of the nonresponsiveness 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 nonresponsiveness shall be final and any bid rejected as nonresponsive shall not be eligible for contract award.

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

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

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

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - $100,000 Each Accident – Bodily Injury by Accident; $100,000 Each Employee – Bodily Injury by Disease; $500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

(2) Coverage: owned, non-owned and hired vehicles.

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

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security

Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

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

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

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

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

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

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

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

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

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

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

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is

installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitlted to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

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

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

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

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

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach 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 who bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

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

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and autorizations required by any

applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 29 herein.

25. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in

connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Office of Labor Standards may grant a partial or total waiver of Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

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

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

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

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

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

This _____day of_____20

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

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

This_____day of_____20

CORPORATE SEAL

	(Corporate or Business Name of Bidder)
(Address, including Zip Code)	**(Telephone Number, including Area Code)**
(Signature of President or Vice President)	**(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)**
(Type or Print Name and Title)	**(Type or Print Name and Title)**

APPROVED AS TO FORM	**CONTRACT EXECUTION**
(Assistant City Solicitor)	**(Procurement Commissioner)**

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

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

This system will be operational twenty four hours a day, seven days a week. All you have to do is log on to the City of Philadelphia website: **www.phila.gov,** 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.