



**VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)**

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

*Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises<sup>1</sup>*

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

REVISED 4-2007

<sup>1</sup> MBE/WBE/DSBES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>2 58</b>
		FIRM NAME (Must be filled in)	

**SECTION 1: GENERAL BID SUBMISSION**

1.1 **TITLE: Security Guard Service (Armed and Unarmed)**

1.2 **SCHEDULE NO. 566**

1.3 **CONTRACT TERM: 12/1/07 to 11/30/08** (“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.

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

1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 1.3.2, 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.

1.4 **CONTRACT TYPE: REQUIREMENTS**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>3 58</b>
		FIRM NAME (Must be filled in)	

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

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

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

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

1.5 **METHODOLOGY OF ACQUISITION:** Purchase of Service only.

1.6 **STATEMENT OF DIRECTION:**  
It is the intent of the City of Philadelphia to make an award for **Armed and Unarmed Security Guard Service** for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY:**

1.7.1 Bid security shall be based upon **cumulative bid amount per Section 5.**

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>4 58</b>
		FIRM NAME (Must be filled in)	

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Year 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").

1.7.2 **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.

1.7.3 **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.

1.7.4 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 as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.8 **BID INFORMATION:**

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

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

1.9 **BID SUBMISSION:**

1.9.1 **Bidder shall submit with the bid a complete statement of experience, clients and financial responsibility.**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>5 58</b>
		FIRM NAME (Must be filled in)	

- 1.9.2 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.3 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1<sup>st</sup> Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.4 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.5 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.6 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.7 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 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."

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8254050</b>	Page OF <b>6 58</b>
		FIRM NAME (Must be filled in)	

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](http://www.phila.gov/bids). Please allow sufficient time prior to bidding for processing of the LBE application.**

1.9.8 **BID PROCESSING FEE:**

All bids submitted where the bid total is greater than \$25,000 shall 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."

1.9.9 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 2-05".

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.

1.9.10 **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**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>7 58</b>
		FIRM NAME (Must be filled in)	

**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 product or service exactly as defined in this bid.

1.9.11 **CONTACT PERSON(S):**

**PRE-AWARD:**

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>8 58</b>
		FIRM NAME (Must be filled in)	

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

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

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

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

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

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

**POST-AWARD:**

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

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

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

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

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

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

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

**1.10 BIDDER QUALIFICATION:**

1.10.1 ***Private Detective Agency Bond and License***

Bond must be posted by the Security Guard Service in accordance with the Commonwealth of Pennsylvania regulations.

Successful vendor shall be a licensed agency in the Commonwealth of Pennsylvania.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>9 58</b>
		FIRM NAME (Must be filled in)	

Vendor must conform with City Ordinance Title 21, Chapter 21-1000, Section 21-1001.

- 1.10.2 **For Armed Security Guard Service (Nightsticks)**  
Guards **MUST** have had Pennsylvania Act 235 Certification training prior to assignment. ACT 235 cards are required, and must be shown upon request to management. No guard may be deployed without cards in his/her possession.
- 1.10.3 **For Robin Hood Dell Guards:**  
Bidder must have experience in an entertainment (Class A) venue with crowd projections between 4,000 and 10,000 people, requiring approximately 100 to 125 security officers per event.
- 1.10.4 **For Fairmount Waterworks (FWWIC) Guards:**  
A copy of Pennsylvania Abuse History Clearance shall be submitted at the time the guard is assigned to the Fairmount Water Works listed in para. 2.18.
- 1.10.5 **For all Services**  
All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Invitation and Bid and demonstrate the bidder's ability to perform on a contract of this size and scope.

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

**SECTION 1:**

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

	A.	B.	C.
Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>10 58</b>
		FIRM NAME (Must be filled in)	

Phone #: \_\_\_\_\_

Type Work: \_\_\_\_\_

Years dealing  
w/your firm: \_\_\_\_\_

**SECTION 2:**

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

P.O./Contract  
Number: \_\_\_\_\_

Department: \_\_\_\_\_

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

Phone #: \_\_\_\_\_

Item(s): \_\_\_\_\_

1.10.6 Define specific requirements tailored to the work, to include job descriptions, if required.

**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.**

**SECTION 2: GENERAL/SPECIFIC ITEM REQUIREMENTS**

**GENERAL SPECIFICATIONS:**

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's various agencies with Security Guard Service as outlined in these specifications and listed in Section 2 and 5 of this Invitation and Bid.

2.2 Education and Experience Qualifications for all items listed in this Invitation and Bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>11 58</b>
		FIRM NAME (Must be filled in)	

In addition to ACT 235 training (for Armed Security Guards) as listed in Paragraph 1.10.2 all guards (armed and unarmed) shall have:

- 2.2.1 Training in self-defense techniques and techniques for detaining and holding persons for arrest by police.
- 2.2.2 Security Guard(s) will have experience commensurate with type of duty to be performed and will be literate, i.e., will be able to read and understand printed regulations, detailed written orders, training instructions and will be able to compose reports which will convey full information of events pertaining to his shift. Security guard(s) MUST not have arrest or conviction record of any offense other than minor traffic violations.
- 2.2.3 If there is any additional training guards receive, bidder shall state on separate sheet and submit with bid package.

2.3 **Uniforms and Equipment**

Security Guard Service will furnish the security guard(s) with standard uniform (consisting of pants, jacket, hat, etc.). Security Guard service shall display an approved sign or emblem indicating that the premises are being protected by them. Company badges shall be prominently displayed on the security guard's uniform and on his cap. The Security Guard will be equipped, when appropriate, with flashlight, police whistle, notebook and pen. - NO FIREARMS. **SECURITY GUARDS MUST BE IN FULL UNIFORM WHILE ON DUTY.**

2.4 **REPORTS**

Security Guards must report regularly to the agency head or designee. A continuous written log of all guard activity, including details of any matters or occurrences pertinent to the security of the agency shall be maintained. The security guard service must submit weekly a written summary of daily reports to the agency head or designee. This report shall cover all matters of security interest and shall contain recommendations, if any, to improve the security program to enable it to be more effectively administered or to point out security deficiencies. Furthermore, any emergency or abnormal condition must be verbally reported at once to the agency designee or his/her duly appointed representative. A complete written report must be filed as soon as possible.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>12 58</b>
		FIRM NAME (Must be filled in)	

2.5 **ORDERS**

General and specific orders must be issued by the Security Guard service in writing to all guards listing all applicable duties and emergency phone numbers. All general and specific orders shall be prepared by the security service and reviewed by the City designee and shall be subject to his/her approval. Periodic examinations and inspections must be conducted to ensure thorough understanding of and compliance with all orders. All changes in orders shall be subject to the approval of the City designee. **A PROHIBITION AGAINST USING CITY TELEPHONES FOR PERSONAL CALLS SHALL BE INCLUDED IN ORDERS ISSUED TO THE SECURITY GUARD(S). THE VENDOR SHALL ALSO PROHIBIT HIS/HER EMPLOYEES FROM DISTURBING PAPERS ON DESKS, OPENING DESK DRAWERS OR USING ANY OFFICE EQUIPMENT PROVIDED FOR OFFICIAL CITY USE. SECURITY GUARDS MUST BE PUNCTUAL AND REPORT FOR DUTY AT THE PRESCRIBED TIME(S). A PROHIBITION AGAINST USE OF ALCOHOL OR NARCOTICS WHILE ON DUTY MUST BE INCLUDED IN ORDERS TO THE SECURITY GUARD(S).**

2.6 **VISITOR/EMPLOYEE CONTROL**

The Security Guard(s) shall maintain law and order while agencies are in operation. All City employees shall be required to show proper identification to the security guard upon his/her request while on duty.

2.6.1 **Scope of Work**

2.6.1.1 Protect all employees at the specified location from bodily harm or injury.

2.6.1.2 Protect all materials and equipment against access by unauthorized persons, loss, theft or damage.

2.6.1.3 Perform other such functions as may be appropriate and necessary in the event of situations or occurrences affecting the security of facility, such as fires, accidents, internal disorders, emergencies, sabotage, or other criminal acts, etc.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page <b>13</b>	OF <b>58</b>
		FIRM NAME (Must be filled in)		

- 2.6.1.4 Guard to observe all persons entering or leaving premises keeping out undesirables.
- 2.6.1.5 Guard is to check identification of persons entering or leaving City agencies, when directed/ requested by using agency.
- 2.6.1.6 Guard is to direct visitors to section of building in which they are permitted and prevent their entering sections restricted to unauthorized personnel.
- 2.6.1.7 Guard shall, if he has any questions, examine packages, briefcases, etc. before permitting access to anyone, including employees, and ask anyone to leave the building if necessary.
- 2.6.1.8 Guard is to maintain law and order while agencies are in operation and while visitors are using the building's facilities.
- 2.6.1.9 Guard shall apprehend persons gaining unauthorized access to facilities and remove any unruly persons.
- 2.6.1.10 Guard will call Police Dept. immediately, before using any force for removal of undesirables or maintaining order.
- 2.6.1.11 Related Duties as required.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>14 58</b>
		FIRM NAME (Must be filled in)	

2.6.2 ***CONTINUITY OF SERVICE:***

2.6.2.1 Vendor must agree to assign the same personnel to any location and to maintain the continuity of the personnel assignments throughout the contract. In those instances where a person or persons leaves the employ of the vendor during the course of the contract, vendor will then assign another employee to their location(s) for the remainder of the contract. The intent of this requirement is to have competent personnel, fully cognizant of all conditions affecting their assigned location, on duty all throughout the period of the contract, guarding and performing their duties as required.

2.6.2.2 If for any reason the regular security guard is unable to report, the Security service must fully brief the substitute as to his general and special orders and preparation of reports in connection with the described functions. Each substitute Security Guard shall receive detailed instructions on Guard Service responsibilities from Security Guard Service in the presence of the City designee during the designee's normal working hours.

2.7 **WORKING HOURS:**

2.7.1 Guards shall be required to work the hours as listed under individual items.

**Note:** Each “shift” shall consist of eight (8) hours.

2.7.2 If during the length of the contract overtime is required, the successful vendor(s) will be paid at one and one half (1-1/2) times, the quoted hourly rate for guard service. However, if due to failure of the contractor to provide a guard for the second shift, a guard from the first shift is employed for the second shift, absolutely no overtime rates shall apply. The contractor will be reimbursed at the regular time rates only. This shall apply, also, to the 2nd to 3rd shifts.

2.8 Payment shall be made upon completion of service and receipt of invoices by the

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>15 58</b>
		FIRM NAME (Must be filled in)	

City on a monthly basis.

**2.9 SPECIAL NOTE:**

In the event of any Federal, State or City law being enacted during the period of This contract covering this service or personnel, contractor must comply with such Laws at the same rate indicated in this bid.

**2.10 LIMITS ON HOURS OF DUTY**

It is understood by the City that personnel performing guard duties must be alert at all times. Therefore, the vendor shall not assign any person to perform guard duty under this contract who will have worked in any capacity in excess of 12 hours per 24-hour period. Each guard will have a minimum of 24 consecutive hours off-duty each week.

**SPECIFIC REQUIREMENTS:**

**2.11 UNARMED SECURITY GUARD SERVICE FOR THE FREE LIBRARY OF PHILADELPHIA**

**2.11.1 25031 010 000**

Unarmed Security Guard Service for the Free Library of Philadelphia's various library branches; specific libraries to be selected as needed and required. (See Attachment I for Library locations and phone numbers).

**NOTE: This item required on an as needed basis only.**

Guard shall patrol entire agency and surrounding grounds and report any emergency or abnormal condition to the agency head or designated assistant and the Central Security Office (686-5366).

Guard is to remain on the floor in public areas.

Security Guard Service shall be required to provide guard(s) for various locations for day, evening, Saturdays or holidays, and possibly 24-hour duty as needed and required and which shall be established by individual libraries.

(Rate quoted in Section 5 shall include all necessary supervision)

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>16 58</b>
		FIRM NAME (Must be filled in)	

2.11.2 **25031 010 012**

Unarmed Security Guard Service for the Free Library:

One (1) guard shall be required, 6 hours per day (at a minimum), 5 days per week (Monday through Friday). Guard shall be required to work an 8 hour shift during the hours of 9:00 a.m. and 9:00 p.m.

Guard shall receive (and be paid for) a one-half (1/2) hour lunch. Guard must remain on premises during this time.

Guard may be placed at any branch library to include the Regional branches. Guard will be notified of where to report for that day/week.

Guard shall be required to perform all duties as related to guard duty and as listed in this Invitation and Bid (Para. 2.2 through 2.11).

State price per hour in Section 5: Pricing.

**NOTE:**

**Assigned guards shall have had a National Criminal Background check (covering federal, municipal and county crimes). A national Registered Sex Offenders Search shall be performed on all guards prior to being assigned at any of the Free Library's locations. Background checks are to be submitted for review to the Library's Security Services Manager prior to guard being assigned to any of the Library's various locations.**

2.12 **UNARMED SECURITY GUARD SERVICE FOR PUBLIC HEALTH**

2.12.1 **25031 010 001**

Unarmed Security Guard Service for Public Health Center #1, 500 S. Broad St. and seven (7) other Health facilities.

Security Guard Service shall be required to provide one (1) guard for the following coverage:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>17 58</b>
		FIRM NAME (Must be filled in)	

Workdays, Monday through Friday, 7:30 A.M. to 4:00 P.M. at 500 S. Broad Street and 8:30 A.M. to 5:00 P.M. weekdays at Health Centers #3, #4, #5, #6, (321 W. Girard Ave.), #9, #10 and Strawberry Mansion.

Additional requirements for Public Health (other than those requirements listed in Paragraphs 2.2 through 2.10:

When building and/or Health clinics are closed to the public, guard shall deny access to anyone not having City Health Dept. identification.

For evening clinics, or irregular shifts in Facility hours due to renovations or other factors, Health Department agrees to reimburse at time and a half rate for any individual guard exceeding forty (40) work hours weekly.

Maintain a station at the front entrance of the building and perform patrol services as directed by the Deputy Health Commissioner for Community Health Services. In performing rounds he shall go into each office, rooms, etc. A minimum of four (4) tours shall be made during each tour of duty and each of the twelve (12) time-clock stations in the building shall be punched on each tour.

Guard shall make certain that gates (chains) to parking lots and City vehicles on the lots are secure from vandalism.

Guard must, on designated evenings, Saturdays, or holidays, when specified groups are using the auditorium or other conference areas (only those groups whose name(s) is given in advance may gain access to the building) maintain special vigilance to see that no one is permitted above the first floor or in any other unauthorized areas.

The Security Guard shall be permitted one-half hour for lunch on Saturday, but he must remain on the premises during that period. This lunch must be taken after clinics are closed.

(Rate quoted in Section 5 shall include all necessary supervision.)

## 2.13 **UNARMED SECURITY GUARD SERVICE FOR RECREATION DEPARTMENT**

### 2.13.1 **25031 010 002**

Unarmed Security Guard Service for Recreation for The Robin Hood Dell

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>18 58</b>
		FIRM NAME (Must be filled in)	

East at Ridge Avenue and Strawberry Mansion Dr. (near 33rd & Huntingdon).

**GUARDS ONLY:**

Guards will be required to provide below listed coverage:

Approximately 30 to 120 guards per concert for sixteen (16) different concerts for approximately four (4) hours each concert during the months of July and August throughout the entire term of the contract (to include any renewals).

Guards must be in full uniform.

Guards shall be between 21 and 32 years of age.

(Rate quoted in Section 5 shall be for Guard ONLY, see Item 2.13.2 for supervisor specifications. Both items must be bid in order to be eligible for awards).

2.13.2 **25031 010 003**

Unarmed Security Guard Service for Recreation for The Robin Hood Dell East. SUPERVISOR ONLY:

Supervisor will be required for approximately 16 concerts for approximately four (4) hours each concert during the months of July and August throughout the entire term of the contract (to include any renewals).

It is anticipated that one (1) Supervisor will be required for every ten (10) to fifteen (15) guards working at The Robin Hood Dell East Concert(s).

2.13.3 **25031 010 025**

Unarmed Security Guard Service for Recreation for the Robin Hood Dell East at Ridge Avenue and Strawberry Mansion Drive (near 33<sup>rd</sup> and Huntingdon).

**GUARDS ONLY.**

Guard(s) will be required to provide below listed coverage:

One (1) guard, twenty-four (24) hours per day, seven (7) days per week, for

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>19 58</b>
		FIRM NAME (Must be filled in)	

approximately nine (9) months of the contract period (October through June).

Guard(s) must be in full uniform.

2.13.4 **25031 010 055**

Unarmed Security Guard Service, various City Pools as determined by agency. One(1) guard each shall be required for various City pools during the hours 7:00p.m. – 7:00a.m.

2.14 **UNARMED SECURITY GUARD SERVICE FOR RECREATION DEPARTMENT – RECREATION CENTERS**

Unarmed Security Guard Service will be needed for the Department of Recreation’s various recreation centers; specific recreation centers to be selected as needed and required. Additional sites may be added during the duration of this contract. (See Attachment II for recreation center locations)

One (1) security guard shall be required at each center between the hours of 2:00 PM and 10:00 PM. Monday through Saturday and possibly some Sundays during the summer months of June, July, and August throughout the entire contract and any subsequent renewal periods. Additional Security Guard Services may be required on an “as-needed” basis as established by individual Recreation Centers during the off-seasons.

The security guard shall be required to be present at the center at all times during their shift. The guard will also be expected to patrol the entire center and surrounding grounds and report any emergency or abnormal condition to the Recreation Leader or designated assistant. The Guard shall also be required to perform all duties as related to guard duty as stated in this Invitation and Bid.

2.14.1 **25031 010 075**

Unarmed Security Guard,  
**District One, Rec Center;**  
Sunday-Sunday 2:00 PM - 10:00 PM  
as required to include: Houseman,  
Lawncrest, Max Myers.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>20 58</b>
		FIRM NAME (Must be filled in)	

- 2.14.2      **25031 010 076**  
 Unarmed Security Guard Service;  
**District 2, Rec Center;**  
 Sunday-Sunday, 2:00 PM - 6:00 PM  
 as required to include:  
 Heitzman, Piccoli, Vogt.
- 2.14.3      **25031 010 077**  
 Unarmed Security Guard Service;  
**District 3, Rec Center;**  
 Sunday-Sunday 2:00 PM - 10:00 PM  
 as required to include: Olney, Feltonville, 12<sup>TH</sup>  
 Cambridge, Hunting Park, Lonnie Young,  
 Barrett, Cherashore, Morris Estates.
- 2.14.4      **25031 010 078**  
 Unarmed Security Guard Service;  
**District 4, Rec Center;**  
 Sunday-Sunday 2:00 PM - 10:00 PM  
 as required to include: Shuler,  
 Pleasant, Heritage Park.
- 2.14.5      **25031 010 079**  
 Unarmed Security Guard Service;  
**District 5, Rec Center;** Sunday-Sunday,  
 1:00 PM - 6:00 PM as required to  
 include: 39TH & Olive, Athletic,  
 MLK, Penrose.
- 2.14.6      **25031 010 080**  
 Unarmed Security Guard Service;  
**District 6, Rec Center;** Sunday-Sunday,  
 1:00 PM - 6:00 PM as required to  
 include: Scanlon, Waterloo,  
 8TH & Diamond, Hancock.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>21 58</b>
		FIRM NAME (Must be filled in)	

2.14.7      **25031 010 081**  
 Unarmed Security Guard Service;  
**District 7, Rec Center;** Sunday-Sunday,  
 1:00 PM – 6:00 PM as required to  
 include: Vare, Barry, Chew, Ridgway,  
 Stinger Sq.

2.14.8      **25031 010 082**  
 Unarmed Security Guard Service;  
**District 8, Rec Center;** Sunday-Sunday,  
 2:00 PM - 10:00 PM as required to  
 include: Ft. Myers, Kingsessing, Shepard,  
 Tustin, Kelly Pool, Baker, Christy, Cobbs  
 Creek, Finnegan.

**2.15 UNARMED SECURITY GUARD SERVICE FOR THE PHILADELPHIA AIRPORT SYSTEM**

All security guards working any post at Philadelphia International Airport must submit to and successfully pass federal mandated security background checks and be issued a Blue PHL ID. This ID must be in the guard’s possession at all times while on duty and is a required part of their uniform.

Successful bidder is responsible for all costs associated with obtaining a PHL ID (approximately \$65 per employee).

All security guards must be able to work with minimum supervision. All security guards must be familiar with Airport Security regulations.

Respective posts have specific inspection procedures. Each guard is required to be trained in these respective procedures and perform all functions of the procedure. The inspections at these posts may include but are not limited to: vehicle inspections, cursory visual inspections of a specific area, inspections of certain types of deliveries (i.e. concessions) as well as any other inspections deemed necessary by the FAA, TSA or any other governmental agency providing directives for airport security. Details of the various inspections necessary shall be provided to the awarded vendor.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8254050</b>	Page OF <b>22 58</b>
		FIRM NAME (Must be filled in)	

Successful bidder is responsible for providing all materials to perform the respective function other than shelter, phone, and restroom facilities.

Any incidents that are noted during a respective shift are to be documented in a report format and submitted to the Airport on a daily basis. Reports must be accurate, complete, and legible.

All employee training must be documented by the successful bidder and a copy will be provided to the Airport.

An emergency phone contact is required for all hours of the day and all days of the year so problems with employees can be reported and appropriate action can be taken promptly.

**2.15.1 25031 010 100**

Guard shall be required twenty-four (24) hours per day, seven (7) days per week to guard the employee parking lot (East). Shelter, phone and lavatory facilities will be available for guard.

Additional guard service may be required at various times (sites and/or guards). A minimum of four (4) hours notice will be given to vendor. Such service shall be provided at the hourly rate quoted in Section 5.

(Rates quoted in Section 5 shall include all necessary supervision).

**2.15.2 25031 010 101**

Unarmed Security Guard(s) to be placed at an area designated by Airport personnel at time of requirement.

Guard(s) shall be placed within thirty-six (36) hours of notification to vendor and shall be equipped **with a vehicle.**

Vehicle to be a standard sedan with adequate heating, air-conditioning, security signage, gasoline etc. for 24 hours per day when, and if, required.

Color of vehicle to be agreed upon between division of aviation and vendor. Guard to be appropriately uniformed. Guard identification to be provided by both Division of Aviation and vendor.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page <b>23</b>	OF <b>58</b>
		FIRM NAME (Must be filled in)		

(Rates quoted shall include all necessary supervision).

2.15.3 **25031 010 102**

Unarmed security guard, Cargo City employee parking lot;  
24 hours/ day, 7 days/week. (One (1) guard)

Color of vehicle to be agreed upon between Division of Aviation and vendor.

Guard to be appropriately uniformed.

Guard identification to be provided both by Division of Aviation and vendor.

(Rates quoted shall include all necessary supervision).

2.15.4 **25031 010 103**

Unarmed Security Guard Service – Supervisor ONLY; Monday through  
Sunday, Employee Parking Lots East and Cargo City and Gate VO-1:

One (1) Supervisor, 7:00 a.m. – 3:00 p.m.

One (1) Supervisor, 3:00 p.m – 11:00 p.m.

2.15.5 **25031 010 104**

Unarmed Security Guard Service, Monday through Sunday, Gate VO-1:

Two (2) Guards, 6:00 a.m. – 2:00 p.m.

Two (2) Guards, 2:00p.m. – 10:00 p.m.

One (1) Guard, 10:00 p.m. – 6:00 a.m.

2.15.6 **25031 010 105**

Unarmed Security Guard Service, Monday through Sunday, Short Term  
Parking, Terminal A:

Two (2) Guards, 6:00 a.m. – 2:00 p.m.

Two (2) Guards, 2:00 p.m. – 10:00 p.m.

2.15.7 **25031 010 106**

Unarmed Security Guard Service, Monday through Sunday, Short Term  
Parking, Terminal D:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>24 58</b>
		FIRM NAME (Must be filled in)	

Two (2) Guards, 6:00 a.m. – 2:00 p.m.  
Two (2) Guards, 2:00 p.m. – 10:00 p.m.

2.15.8 **25031 010 107**

Unarmed Security Guard Service – Supervisor ONLY, Monday through Sunday, Short Term Parking, Terminals A and D:

One (1) Supervisor, 6:00 a.m. – 2:00 p.m.  
One (1) Supervisor, 2:00 p.m. – 10:00 p.m.

2.16 **UNARMED SECURITY GUARD SERVICE FOR THE OFFICE OF EMERGENCY SHELTER AND SERVICES (OESS)**

Guards must have a communication link with main Security Office.

A weekly meeting with management must be conducted that includes a written report.

Guards must have walkie-talkies to communicate with each other while on duty.

Thorough knowledge of the practices, methods and techniques involved in protecting and safeguarding against theft, vandalism and disruptive, violent and illegal actions.

Thorough knowledge of the security problems involved in protecting property and persons against theft, vandalism and violence.

Thorough knowledge of security rules, regulations and procedures.

Thorough knowledge of the laws of arrest.

Ability to face situations firmly, courteously, tactfully and with respect for the rights of others.

Ability to use self defense techniques to protect themselves, staff and clients from unarmed and armed attacks by assailants.

Ability to demonstrate emotional stability during periods of tension and stress while carrying out assigned duties.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>25 58</b>
		FIRM NAME (Must be filled in)	

Ability to establish and maintain effective working relationships with police officials, public officials, social work staff and the general public.

Ability to work with minimum supervision.

Ability to handle crisis situations.

Skills in crowd control.

Ability to tolerate great diversity among clients in terms of behavior, known social problems and manner of relating to others.

**REQUIRED TRAINING AND EXPERIENCE**

A minimum of one year's employment as a security guard prior to assignment to Office of Emergency Shelter and Services (OESS) which involved handling the public.

Training in crisis intervention with mentally ill/emotionally disturbed persons.

Guards must be able to attend court hearings, etc., as part of their assignment.

**GUIDELINES FOR SECURITY STAFF**

The Office of Emergency Shelter and Services (OESS), requests that all security personnel adhere to the following general and specific guidelines:

- (1) All individuals and clients who come to the various sites and facilities of the Office of Emergency Shelter and Services (OESS), are to be treated with basic courtesy and respect.
- (2) All security staff should be aware that many of the clients of the agency have serious mental and personality problems. Control and intervention with respect to this population should be exercised with care and understanding.
- (3) Each security staff person must be in control of himself/herself in order to be effective in controlling and monitoring behavior on the job site.
- (4) Physical Intervention is not necessary or expected except in cases where staff, clients or guards are assaulted. In those cases of self/client/staff protection, only physical force to the extent necessary to protect and control is expected. Police intervention is warranted if clients are

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>26 58</b>
		FIRM NAME (Must be filled in)	

unresponsive to verbal intervention or a situation seems potentially dangerous.

- (5) Security staff under the influence of alcohol or drugs on duty will not be tolerated.
- (6) All security staff are expected to be in proper uniform while on duty. Uniforms will be clean and in good condition. Partly in uniform or non-uniform clothing is not acceptable. Proper appearance and personal hygiene are to be maintained at all times.
- (7) Security staff is to operate from the designated security stations. Security staff is expected to circulate through the waiting area and interviewing areas to provide a security presence and to be available in the event of a crisis.
- (8) Fraternization and familiarity with other OESS staff and clients is to be discouraged on the job site.
- (9) Security staff is expected to be responsive to the OESS staff as requested; primary responsibility is to the supervisor in charge.
- (10) The carrying of guns or other lethal weapons is prohibited. Chemicals and other substances to control individuals are not permitted.
- (11) The use of telephones is prohibited except for work related business which must be approved by the OESS Supervisor/Worker. Also, the telephones at the front desk cannot be used.
- (12) Security staff should not walk behind the reception desks or area: Security staff should not sit at desks in the reception area; Security staff should not lean on the reception area counters or otherwise be in the immediate "space" of the reception interview unless as a response to client behavior.
- (13) It is preferable to use firm, confident, modulated speaking tones with clients in issuing instructions and requests to them. Shouting at clients is not permitted. Security staff should walk to a client to speak to them

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>27 58</b>
		FIRM NAME (Must be filled in)	

-not shout or use a loud voice. Be sure of yourself and convey this to the clients. Profanity is not permitted.

- (14) Security staff is to provide security. Do not get involved with the clients beyond basic courtesy. Let the social services staff do the social work.
- (15) Personal involvement with clients by security staff will be grounds for dismissals.
- (16) Security staff is to maintain order and an environment free from violence and disorderly behavior which enables and facilitates the provision of social services to the clients of Office of Emergency Shelter and Services.
- (17) Any article which inhibits a guard from performing his/her duties is prohibited. This includes sunglasses, headsets, earphones, and reading material.
- (18) All security staff must report to the shift supervisor or staff designee when reporting at the beginning of each shift.
- (19) Security staff is to advise the OESS supervisor or staff designee when lunch is taken. When going to the bathroom, the security person should notify his/her partner.
- (20) Security staff is to be alert to potential crisis and react to loud voices, disruptiveness, and potentially dangerous behavior by providing a physical presence and support to the OESS staff person.
- (21) The deployment of the security officers is the responsibility of the Sergeant or Lieutenant.
- (22) The areas of deployment include the front, middle and back doors.
- (23) All persons entering (and re-entering) the building are to be searched.
- (24) Upon completion of the search, clients are to register at either window #4 (single males) or window #6 (families/single women).
- (25) Security guards should be aware of crowds forming around the sign-in area. As only one client can be signed in by a worker at a time, other clients should remain seated until it is their turn.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>28 58</b>
		FIRM NAME (Must be filled in)	

- (26) Men who are not part of a family should not be in the family section without a supervisor or social worker's permission.
- (27) Clients that are not at OESS for services will be requested to leave the building.
- (28) Individuals requesting information regarding a relative or friends' whereabouts should be directed to a sign-in window. This information is confidential and should not be provided by a security guard.
- (29) Security staff should not have friends or relatives visiting during their work shift.
- (30) Security guards should be alert to potential problems forming and take steps to diffuse them before they reach a crisis level.

(Rate quoted in Section 5 shall include all necessary supervision)

**Required Training, Equipment and Duties for 2.16.1, 2.16.2, 2.16.3, 2.16.4, 2.16.5, 2.16.6 and 2.16.7.**

**2.16.1 25031 010 110**

**Office of Emergency Shelter and Services** located at 1430 Cherry, Philadelphia, PA

Security Guard Service will be required to provide service Monday through Friday:

- One (1) guard, 7:00 a.m. – 4:00 p.m. (9 hours).
- One (1) guard, 8:00 a.m. – 5:00 p.m. (4 hours).

**2.16.2 25031 010 111**

**Ridge Avenue Center**, located at 1360 Ridge Avenue, Philadelphia, PA.

Security Guard Service will be required to provide:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>29 58</b>
		FIRM NAME (Must be filled in)	

Four (4) guards 8am-4pm, Friday, Monday, Tuesday  
Two (2) " 8am-4pm, Saturday  
Three (3) " 8am-4pm, Sunday  
Five (5) " 8am-4pm, Wednesday, Thursday

Four (4) guards, 4:00 pm-12:00 am Friday, Monday, Tuesday  
Two (2) " " Saturday, Sunday  
Five (5) " " Wednesday, Thursday

Two (2) guards, 12:00 am – 8:00 am Friday, Saturday, Sunday, Monday, Tuesday,  
Wednesday, Thursday/8 hrs.

2.16.3 **25031 010 112**  
**Gateway Center**, located at 907 Hamilton Street,  
Philadelphia, PA.

Security Guard Service will be required:

One (1) guard, 6:00 p.m. – 2:00 a.m. Monday – Sunday / 8 hrs.  
One (1) guard, 7:00 a.m. – 11:00 a.m. Monday – Sunday / 4 hrs.

2.16.4 **25031 010 113**  
**Eliza Shirley House**, 1320 Arch Street

One (1) guard, 4:00 pm-12:00 am Friday, Saturday, Sunday, Monday,  
Tuesday, Wednesday, Thursday.

One (1) guard, 12:00 am-8:00 am Friday, Saturday, Sunday, Monday,  
Tuesday, Wednesday, Thursday.

2.16.5 **25031 010 090**  
**OUTLEY SHELTER**, 69<sup>th</sup> Woodland Avenue.

One (1) guard, 11:00 pm-7:00 am Friday, Saturday, Sunday, Monday, Tuesday,  
Wednesday, Thursday.

2.16.6 **25031 010 091**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>30 58</b>
		FIRM NAME (Must be filled in)	

**KIRKBRIDE, 49TH & WOODLAND.**

One (1) guard, Monday - Friday, 4:00 PM - 12:00 AM  
Two (2) guards, Saturday and Sunday, 4:00 PM - 12:00 AM

One (1) guard, Monday - Sunday, 12:00 AM - 8:00 AM.

2.16.7 **25031 010 092**  
**49<sup>th</sup> & Market Street, (111 N 49<sup>TH</sup>)**

One (1) guard, Monday - Friday, 4:00 PM - 12:00 AM  
Two (2) guards, Saturday - Sunday, 4:00 PM - 12:00 AM

One (1) guard, Monday - Sunday, 12:00 AM - 8:00 AM

2.17 **UNARMED SECURITY GUARD SERVICE FOR RIVERVIEW HOME**

2.17.1 **25031 010 015**  
Unarmed Security Guard Service for **Riverview Home.**

One (1) Guard shall be required twenty-four (24) hours per day, 7 days per week.

Guard shall be required to protect all residents of Riverview Home.

Guard will take direction as necessary from designated Riverview supervisory personnel.

Guard may be required to perform car searches as necessary upon direction of Riverview supervisory personnel.

2.17.2 **25031 010 115**  
Unarmed Security Guard Service for Fernwood East Cottage at **Riverview Home.**

One (1) Guard shall be required twelve (12) hours per day, 10:00 AM - 10:00 PM, 7 days per week.

Guard shall search and scan with a metal detector wand all clients and their belongings at the cottage entrance. If contraband is found, the guard shall instruct the client to remain outside the cottage and call the Resident Care office for further instruction.

Guard shall be responsible for documenting the time in and time out of all

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>31 58</b>
		FIRM NAME (Must be filled in)	

clients.

Guard shall patrol inside and outside of the Fernwood East cottage.

**2.18 ARMED GUARD SERVICE FOR PUBLIC PROPERTY (NIGHTSTICKS AND HANDCUFFS ONLY)**

Armed Security Guard Service for Public Property, 3033 S. 63<sup>rd</sup> Street.

Three shifts per twenty-four (24) hour period, 365 days per year (366 days in a leap year) including all holidays.

Shifts are designated as follows: 11:00 p.m. to 7:00 a.m.; 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.

A golf cart shall be required to conduct on-site facility patrols. The specified cart shall be equipped with cab doors and strobe light.

Security Guards must maintain a valid drivers license. Supervisor shall be required to inspect premises and document in On-Site Log Book.

**2.18.1 25031 010 063**

Two (2) guards, per shift, (24 hrs. x 365 days coverage).

**2.18.2 25031 010 041**

One (1) supervisors, per shift, (24 hrs. x 365 days coverage).

**2.19 UNARMED SECURITY GUARD SERVICE FAIRMOUNT WATERWORKS (FWWIC)**

Guard (s) assigned to this location must have a Pennsylvania Abuse History Clearance. A copy of Pennsylvania Abuse History Clearance shall be submitted at the time the guard is assigned to the site. A national Registered Sex Offenders Search shall be performed on all guards prior to being assigned at this locations. Guard shall have CPR/FIRST AID TRAINING.

**2.19.1 25031 010 031**

24 HRS. per day, 7 days per week; two guards per three (3) eight (8) hour shifts (7:00 AM – 3:00 PM, 3:00 PM – 11:00 PM, 11:00 PM – 7:00 AM). Checkpoint System; Supervisor to regularly monitor shifts; indoor/outdoor surveillance.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>32 58</b>
		FIRM NAME (Must be filled in)	

2.19.2 **25031 010 039**

Holiday Rate for six (6) Major Holidays (New Year's Day, Memorial Day, July 4TH, Labor Day, Thanksgiving and Christmas).

2.19.3 **25031 010 073**

Supervisor; one (1) per 24 hour shift. 3:00 PM – 11:00 PM, 7 days per week.

2.20 **UNARMED SECURITY GUARD SERVICE CITY HALL – (CITY COUNCIL / CITY HALL BUILDING)**

2.20.1 **City Council**

Unarmed guards for City Council shall perform the following duties: Operate the Rapiscan x-ray machines to scan bags and packages for any type of weapons and remove if found; hand wand any individual that triggers the walk thru scanner to determine the source which triggered the walk thru scanner.

Hours may vary depending on the scheduled time of City Council hearings. Guard's start time is approximately 2 ½ hours prior to the start of the hearings. Guards shall be required to set up equipment (i.e. placing equipment in position for x-raying and plugging in). Ending time is approximately 30 minutes after the hearings end to allow for Council Chambers' to clear and to allow for the disassembly of the x-ray equipment. Council hearings may begin as early as 7:00 a.m. At a minimum hearings may last one (1) hour. On average hearings last three (3) hours but could be longer.

City Council's Sessions:

Fall: begins the third Tuesday in September and ends the second Thursday in December.

Spring: begins the fourth week in January and ends the second Thursday in June.

A supervisor shall be required on site at all times. The supervisor shall instruct the guards on the proper way to "hand wand" any individual;

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>33 58</b>
		FIRM NAME (Must be filled in)	

instruct the guards on what to look for on the x-ray monitor while screening bags, and packages; provide relief for personnel breaks and absences; shall assist with “hand wand” to expedite traffic and the x-ray process when needed and as required.

2.20.1.1     **25031 010 066**  
Unarmed Security Guard Service; City Council Hearings

2.20.1.2     **25031 010 067**  
Unarmed Security Guard Service  
City Council, Supervisor

2.20.2     **City Hall**

Unarmed guards for City Hall shall perform the following duties: Guards shall be located on the four corner doors of City Hall. Guards shall perform the following duties; Entry and exit control to prevent “tailgating”; check badges; give direction to individuals seeking information; directing the general public to the visitors’ entrance.

Also, one guard shall be used at the City’s visitor sign in station. The guard assigned to the visitor’s station must have working knowledge of the Lenel Visitor Management program, which the City uses to sign in visitors. The guards must be able to communicate clearly and intelligently, in on a concise manner via- 2-way radio. This is necessary to report any problem and request assistance if necessary.

Guards shall be required Monday – Friday, 6:00 AM – 6:30 PM.

2.20.2.1     **25031-010-064**  
Unarmed Security Guard Service  
City Hall

2.20.2.2     **25031-010-068**  
Unarmed Security Guard Service City Hall, Supervisor

2.21

**CITY HOLIDAYS**

New Year’s Day  
Martin Luther King

Independence Day  
Labor Day

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>34 58</b>
		FIRM NAME (Must be filled in)	

Columbus Day  
Presidents Day  
Good Friday  
Memorial Day

Veterans' Day  
Thanksgiving Day  
Christmas Day

### **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 8 of "Terms and Conditions of Bidding and Contract."

#### **3.2 AWARD**

- 3.2.1 The City of Philadelphia reserves the right to award this invitation and Bid as a whole, in part or item by item.
- 3.2.2 If the 5 % local bid preference is applicable, the total bid 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. If the

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>35 58</b>
		FIRM NAME (Must be filled in)	

bid is awarded as a whole, the 5% local bid preference is applicable. If the bid is awarded by line item, the 5% local bid preference is not applicable.

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

**3.2.3 PERFORMANCE SECURITY:**

Bidder's attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note, however, that 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. All other awards will have the contract amount based upon the hourly rate(s) x the estimated # of hours, plus the estimated expenditures for parts.

Performance Security shall be required for any subsequent renewal periods.

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>36 58</b>
		FIRM NAME (Must be filled in)	

certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

3.2.5 **INSURANCE:**

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

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

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

**SECTION 4: CONTRACT MANAGEMENT**

4.1 **CITY OF PHILADELPHIA RESPONSIBILITY**

**Citywide**

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

**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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>37 58</b>
		FIRM NAME (Must be filled in)	

- 4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information as specified in Section 4.2.10., this is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.10 will be rejected for correction.
- 4.1.3 Invoices submitted shall be processed for payment upon the City's acceptance of the subject product and/or service.
- 4.1.4 The using agencies and departments are responsible for monitoring the services and/or products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.
- 4.1.5 **ADD-ONS:**  
The City reserves the right to add, delete and/or acquire products/services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:
- Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number bid schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

## 4.2 **VENDOR RESPONSIBILITY**

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8254050</b>	Page OF <b>38 58</b>
		FIRM NAME (Must be filled in)	

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

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

4.2.4 **VIOLATION OF CONTRACT**

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

4.2.4.1 **Liquidated Damages:**

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor liquidated damages of **\$100.00** for each event or omission per day until such actions are remedied by the vendor:

4.2.4.1.1 Failure to provide a trained guard for post or shift as specified.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>39 58</b>
		FIRM NAME (Must be filled in)	

- 4.2.4.1.2 Failure to assign a trained substitute guard as a replacement.
- 4.2.4.1.3 Allowing a guard to work in excess of twelve (12) hours per twenty-four (24) hour period.
- 4.2.4.1.4 Failure to notify agency of security incident in a timely manner.
- 4.2.4.1.5 Failure to file the required incident report.
- 4.2.4.1.6 Failure to complete tours of site as required by procedure established with agency.
- 4.2.4.1.7 Failure to utilize in place systems as outlined and established with agency (e.g. "Patrol Scan" with Public Property/ S. 63<sup>rd</sup> St. Location).
- 4.2.4.1.8 Failure to provide a guard with a minimum 24 hour consecutive hours off in a week.
- 4.2.4.1.9 Failure to assign a correctly equipped and uniformed guard or supervisor.
- 4.2.4.1.10 Failure to maintain complete records of all hours each guard or supervisor assigned to the City worked, computed on the basis of actual hours worked.
- 4.2.4.1.11 Failure to replace any guard within 24 hours upon request of the City.
- 4.2.4.1.12 Failure to provide the training as specified.
- 4.2.4.1.13 Failure to provide all equipment and materials necessary for the performance of the work.
- 4.2.4.1.14 Failure of a vendor to supervise employees to assure compliance with the terms and

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>40 58</b>
		FIRM NAME (Must be filled in)	

conditions of this bid.

4.2.4.1.15 Failure of guard(s) to report for duty in a timely fashion (15 minute lateness allowance); first incidence, vendor shall be assessed liquidated damage as stated above; any additional incidences shall require guard replacement.

4.2.4.1.16 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies. The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. The City shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on the vendor.

4.2.4.1.17 In the event of assessment of liquidated damages and the vendor feels that extenuating circumstances contributed to the occurrence, the liquidated damages may be appealed in writing, within 30 days to the using agency and the Procurement Department who shall be the final arbiter in such manners.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>41 58</b>
		FIRM NAME (Must be filled in)	

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

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

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

4.2.7 For 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**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8254050</b>	Page OF <b>42 58</b>
		FIRM NAME (Must be filled in)	

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 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page <b>43</b>	OF <b>58</b>
		FIRM NAME (Must be filled in)		

4.2.10 **Invoices/Receipts**

- 4.2.10.1 Successful bidder(s) agrees not to invoice more than once per month per purchase order.
- 4.2.10.2 One invoice shall be submitted for labor (vendor should place an “L” [for labor] at the end of the invoice number submitted to the City ); a separate invoice shall be submitted for parts (vendor should place a “P” at the end of the invoice number [for Parts]).
- 4.2.10.3 Invoices should be sent in triplicate to each ordering department.
  - 4.2.10.3.1 One (1) original and two (2) copies of fully
- 4.2.10.4 All receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel.

4.3 **PRICE INCREASE OR DECREASE:**

Vendor shall provide **Security Guard Services** 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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>44 58</b>
		FIRM NAME (Must be filled in)	

if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period. For each renewal period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for **February** 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 in 4.3 will result in a commensurate delay in implementing the price change. Example: If prices may change effective July 1, but the notice of change is not received by Procurement until June 1, then the price increase effective date will be delayed until September 1.**

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

4.5 **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 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>45 58</b>
		FIRM NAME (Must be filled in)	

- 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 for 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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>46 58</b>
		FIRM NAME (Must be filled in)	

any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.

- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation and holiday and vacation rights. All questions shall be referred to the Procurement Department (215) 686-4720/21.

**SEE ATTACHED APPLICABLE WAGE SCHEDULE**

**CITY OF PHILADELPHIA**

**Prevailing Wage Rate Schedule**

**SECURITY PERSONNEL**

	<b><u>Base Rate Per Hour</u></b>	<b><u>Fringe Benefits</u></b>
<b><i>Security Guard I</i></b>	<b>\$ 12.25</b>	<b>\$3.01</b>
<b><i>Security Guard II*</i></b>	<b>\$17.40</b>	<b>\$3.01</b>

**Legend:**

- \* ***Duties require specialized training in methods and techniques of protecting security areas. This classification includes the supervisory status, as well as individuals who demonstrate a proficiency with firearms.***

**Notes of Interest:**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>47 58</b>
		FIRM NAME (Must be filled in)	

**Contractors are advised to contact the Philadelphia Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.**

**Philadelphia Procurement Department  
Municipal Services Building  
1401 J.F.K. Boulevard – 1<sup>st</sup>. Floor  
Philadelphia, PA 19102-1670  
Telephone Numbers: (215) 686-4720/4721**

**SECTION 5: PRICING**

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

Prices shall be firm for the length of this contract. Price escalations for renewal period (if option is picked up) shall be based upon the Consumer Price Index as indicated in Paragraph 4.3.

Note: All hours listed in “Quantity” below are Estimates Only and may be increased or decreased according to agencies’ needs.

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extension</u>
5.1	<b>FREE LIBRARY</b>			
5.1.1	<b>25031 010 000</b>			
	Unarmed Security Guard Service, <b>FREE LIBRARY</b> , per paragraph 2.11.1			
	16,000	HR	\$_____	\$_____
5.1.2	<b>25031 010 012</b>			
	Unarmed Security Guard Service,			

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>48 58</b>
		FIRM NAME (Must be filled in)	

**FREE LIBRARY**, Per  
Paragraph 2.11.2

2,000 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.2 **PUBLIC HEALTH**

5.2.1 **25031 010 001**  
Unarmed Security  
Guard Service,  
**PUBLIC HEALTH**, per  
paragraph 2.12.1

22,230 HR \$\_\_\_\_\_ \$\_\_\_\_\_

<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extension</u>
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5.3 **RECREATION**

5.3.1 **25031 010 002**  
Unarmed Security  
Guard Service,  
**ROBIN HOOD DELL EAST,  
GUARDS ONLY**, per  
paragraph 2.13.1

480 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.3.2 **25031 010 003**  
Unarmed Security  
Guard Service,  
**ROBIN HOOD DELL EAST,  
SUPERVISOR ONLY**, per  
paragraph 2.13.2

48 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.3.3 **25031 010 025**  
Unarmed Security  
Guard Service,  
**ROBIN HOOD DELL EAST,  
(AT RIDGE) GUARDS ONLY**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8254050</b>	Page OF <b>49 58</b>
		FIRM NAME (Must be filled in)	

per paragraph 2.13.3

30 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.3.4 **25031 010 055**  
Unarmed Security  
Guard Service,  
**VARIOUS POOL SITES,**  
Per paragraph 2.13.4

1530 HR \$\_\_\_\_\_ \$\_\_\_\_\_

<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extension</u>
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5.4 **RECREATION**

5.4.1 **25031 010 075**  
Unarmed Security  
Guard Service, **Department of Recreation**, District 1 per  
Paragraphs 2.14 and 2.14.1

640 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.4.2 **25031 010 076**  
Unarmed Security  
Guard Service, **Department of Recreation** District 2 per  
Paragraphs 2.14 and 2.14.2

451 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.4.3 **25031 010 077**  
Unarmed Security  
Guard Service, **Department of Recreation** District 3 per  
Paragraphs 2.14 and 2.14.3

1340 HR \$\_\_\_\_\_ \$\_\_\_\_\_

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>50 58</b>
		FIRM NAME (Must be filled in)	

5.4.4 **25031 010 078**  
 Unarmed Security  
 Guard Service, **Department of Recreation** District 4 per  
 Paragraphs 2.14 and 2.14.4

600 HR \$\_\_\_\_\_ \$\_\_\_\_\_

<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extension</u>
-----------------	------------------------	-------------------	------------------

5.4.5 **25031 010 079**  
 Unarmed Security  
 Guard Service, **Department of Recreation** District 5 per  
 Paragraphs 2.14 and 2.14.5

600 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.4.6 **25031 010 080**  
 Unarmed Security  
 Guard Service, **Department of Recreation** District 6 per  
 Paragraphs 2.14 and 2.14.6

600 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.4.7 **25031 010 081**  
 Unarmed Security  
 Guard Service, **Department of Recreation** District 7 per  
 Paragraphs 2.14 and 2.14.7

845 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.4.8 **25031 010 082**  
 Unarmed Security  
 Guard Service, **Department of**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>51 58</b>
		FIRM NAME (Must be filled in)	

**Recreation** District 8 per  
Paragraphs 2.14 and 2.14.8

2250 HR \$\_\_\_\_\_ \$\_\_\_\_\_

<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extension</u>
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5.5 **PHILADELPHIA AIRPORT SYSTEM**

5.5.1 **25031 010 100**  
Unarmed Security  
Guard Service,  
**PHILA. AIRPORT,**  
per paragraphs 2.15 and 2.15.1

10,975 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.5.2 **25031 010 101**  
Unarmed Security  
Guard Service  
with vehicle  
for **PHILA. AIRPORT,**  
per paragraphs 2.15 and  
2.15.2

50 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.5.3 **25031 010 102**  
Unarmed guard, **AIRPORT,**  
Cargo City per  
Paragraphs 2.15  
and 2.15.3

4680 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.5.4 **25031 010 103**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8254050</b>	Page <b>52</b>	OF <b>58</b>
		FIRM NAME (Must be filled in)		

Unarmed Security Guard  
Service **AIRPORT**, Supervisor,  
Employee Parking Lots  
Per paragraphs  
2.15 and 2.15.4

780 HR \$\_\_\_\_\_ \$\_\_\_\_\_

<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extension</u>
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5.5.5 **25031 010 104**  
Unarmed Security Guard Service  
**AIRPORT**, Gate VO-1  
Per Paragraphs 2.15 and 2.15.5

14,380 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.5.6 **25031 010 105**  
Unarmed Security Guard Service  
**AIRPORT**, Short Term Parking  
Terminal A, per  
Paragraphs 2.15 and 2.15.6

1764 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.5.7 **25031 010 106**  
Unarmed Security Guard Service  
**AIRPORT**, Short Term Parking  
Terminal D, per  
Paragraphs 2.15 and 2.15.7

1331 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.5.8 **25031 010 107**  
Unarmed Security Guard Services  
**AIRPORT**, Supervisor, Short Term  
Parking, Terminals A and D  
Per paragraphs 2.15 and 2.15.8

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page <b>53</b>	OF <b>58</b>
		FIRM NAME (Must be filled in)		

996 HR \$\_\_\_\_\_ \$\_\_\_\_\_

**Quantity      Unit of Measure      Unit Price      Extension**

5.6      **OESS**

5.6.1    **25031 010 110**  
 Unarmed Security Guard Service,  
**OFFICE OF EMERGENCY SHELTER  
 AND SERVICES (OESS),**  
 1430 Cherry StREET.,  
 per paragraphs 2.16 and 2.16.1

22,154      HR      \$\_\_\_\_\_      \$\_\_\_\_\_

5.6.2    **25031 010 111**  
 Unarmed Security  
 Guard Service,  
**OESS,** Ridge Avenue, per  
 per paragraphs 2.16 and 2.16.2

27,450      HR      \$\_\_\_\_\_      \$\_\_\_\_\_

5.6.3    **25031 010 112**  
 Unarmed Security  
 Guard Service,  
**OESS,** Hamilton St., per  
 Paragraphs 2.16 and 2.16.3

3565      HR      \$\_\_\_\_\_      \$\_\_\_\_\_

5.6.4    **25031 010 113**  
 Unarmed Security  
 Guard Service,  
**OESS** Eliza Shirley House; per

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>54 58</b>
		FIRM NAME (Must be filled in)	

Paragraphs 2.16 and 2.16.4

5824 HR \$\_\_\_\_\_ \$\_\_\_\_\_

**Quantity      Unit of Measure      Unit Price      Extension**

5.6.5 **25031 010 090**  
Unarmed Security  
Guard Service,  
**OESS Outley Shelter**,  
Paragraphs 2.16 and 2.16.5

5824 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.6.6 **25031 010 091**  
Unarmed Security  
Guard Service,  
**OESS Kirkbride**,  
Paragraphs 2.16 and 2.16.6

5824 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.6.7 **25031 010 092**  
Unarmed Security  
Guard Service,  
**OESS 49<sup>th</sup> & Market St.**  
Per Paragraphs 2.16 and 2.16.7

5824 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.7 **RIVERVIEW**

5.7.1 **25031 010 015**  
Unarmed Security  
Guard Service,  
**RIVERVIEW**, per  
Paragraphs 2.17.1

7560 HR \$\_\_\_\_\_ \$\_\_\_\_\_

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8Z54050</b>	Page OF <b>55 58</b>
		FIRM NAME (Must be filled in)	

**Quantity      Unit of Measure      Unit Price      Extension**

5.7.2 **25031 010 115**  
Unarmed Security  
Guard Service,  
**FERNWOOD EAST  
COTTAGE, RIVERVIEW,**  
Per Paragraphs 2.17.2

4368      HR      \$\_\_\_\_\_      \$\_\_\_\_\_

5.8      **PUBLIC PROPERTY**

5.8.1 **25031 010 063**  
Armed Security  
Guard Service,  
**Public Property** 3033 S. 63<sup>rd</sup> St.,  
Per Paragraphs 2.18 and 2.18.1

7616      HR      \$\_\_\_\_\_      \$\_\_\_\_\_

5.8.2 **25031 010 041**  
Armed Security  
Guard Service,  
**Public Property** 3033 S. 63<sup>rd</sup> St.,  
Per Paragraphs 2.18 and 2.18.2

7610      HR      \$\_\_\_\_\_      \$\_\_\_\_\_

5.9      **FAIRMOUNT WATERWORKS**

5.9.1 **25031 010 031**  
Unarmed Security  
Guard Service,  
**Fairmount Water Works** per  
Per Paragraphs 2.19 and 2.19.1

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8254050</b>	Page <b>56</b>	OF <b>58</b>
		FIRM NAME (Must be filled in)		

10,416 HR \$\_\_\_\_\_ \$\_\_\_\_\_

**Quantity      Unit of Measure      Unit Price      Extension**

5.9.2 **25031 010 039**  
Unarmed Security  
Guard Service,  
**Fairmount Water Works** per  
Per Paragraphs 2.19 and 2.19.2

150 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.10 **CITY COUNCIL**

5.10.1 **25031 010 066**  
Unarmed Security Guard ,  
**CITY COUNCIL HEARINGS**  
Per Paragraphs 2.20.1 and 2.20.1.1

4000 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.10.2 **25031 010 067**  
Unarmed Security Guard ,  
**Supervisor CITY COUNCIL HEARINGS**  
Per Paragraphs 2.20.1 and 2.20.1.2

1500 HR \$\_\_\_\_\_ \$\_\_\_\_\_

5.11 **CITY HALL**

5.11.1 **25031 010 064**  
Unarmed Security Guard ,  
**City Hall** Per Paragraphs 2.20.2  
and 2.20.2.1

8000 HR \$\_\_\_\_\_ \$\_\_\_\_\_

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8254050</b>	Page OF <b>57 58</b>
		FIRM NAME (Must be filled in)	

**Quantity      Unit of Measure      Unit Price      Extension**

5.11.2 **25031 010 068**  
 Unarmed Security Guard ,  
**CITY HALL SUPERVISOR**  
 Per Paragraphs 2.20.2 and 2.20.2.2

3000      HR      \$\_\_\_\_\_      \$\_\_\_\_\_

***EXTENDED TOTAL BID AMOUNT***      \$\_\_\_\_\_   
***(UNIT PRICE X QUANTITY FOR***  
***ALL ITEMS BID).***

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER	Page	OF
		<b>S8Z54050</b>	<b>58</b>	<b>58</b>
		FIRM NAME (Must be filled in)		

**ATTACHMENT I**  
**S8Z54050**

**THE FREE LIBRARY OF PHILADELPHIA BRANCH AND REGIONAL LIBRARIES**

<b><u>BRANCH</u></b>	<b><u>ADDRESS AND PHONE</u></b>
<u>Andorra</u> Henry Avenue & Cathedral Road	705 E. Cathedral Rd. Philadelphia, PA 19128 215-685-2552
<u>Blanche A. Nixon/</u> <u>Cobbs Creek</u> 59 <sup>th</sup> St. & Baltimore Avenue	5800 Cobbs Creek Parkway Philadelphia, PA 19143 215-685-1973
<u>Bushrod</u> Castor & Sterling Street	6304 Castor Avenue Philadelphia, PA 19149 215-685-1471
<u>Bustleton</u> Bustleton & Verree Road	10199 Bustleton Avenue Philadelphia, PA 19116 215-685-0472
<u>Cecil B. Moore</u>	2320 W. C.B. Moore Avenue Philadelphia, PA 19121 215-685-2766
<u>Chestnut Hill</u> Germantown Ave. & Bethlehem Pike	8711 Germantown Avenue Philadelphia, PA 19118 215-248-0977
<u>Durham</u> 34 <sup>th</sup> Street & Haverford Avenue	3320 Haverford Avenue Philadelphia, PA 19104 215-685-7436
<u>Eastwick</u> Island Avenue & Lindbergh	2851 Island Road Philadelphia, PA 19153 215-685-4170
<u>Falls of Schuylkill</u> Warden Drive & Midvale Avenue	3501 Midvale Avenue Philadelphia, PA 19129 215-685-2093

**ATTACHMENT I**  
**S8Z54050**

<b><u>BRANCH</u></b>	<b><u>ADDRESS AND PHONE</u></b>
<u>Fishtown</u> E. Montgomery Avenue & Flora Street	1217 E. Montgomery Avenue Philadelphia, PA 19125 215-685-9990
<u>Fox Chase</u> Rhawn & Jeanes Streets	501 Rhawn Street Philadelphia, PA 19111 215-685-0547
<u>Frankford</u> Frankford Avenue & Overington Street	4634 Frankford Avenue Philadelphia, PA 19124 215-685-1473
<u>Fumo Family Branch</u> Broad & Ritner	2437 S. Broad St. Philadelphia, PA 19148 215-685-1758
<u>George Institute</u> 52nd Below Lancaster Avenue	1461 N. 52 <sup>nd</sup> Street Philadelphia, PA 19131 215-685-0177
<u>Greater Olney</u> 5 <sup>th</sup> St. and Tabor Rd.	5501 N. 5 <sup>th</sup> Street Philadelphia, PA 19120 215-685-2845
<u>Haddington</u> 65 <sup>th</sup> Street & Girard Avenue	446 N. 65 <sup>th</sup> Street Philadelphia, PA 19151 215-685-1970
<u>Haverford</u> 56th Street & Haverford Avenue	5543 Haverford Avenue Philadelphia, PA 19139 215-685-1934
<u>Holmesburg</u> Frankford & Hartel Avenues	7810 Frankford Avenue Philadelphia, PA 19136 215-685-8756

**ATTACHMENT I**  
**S8Z54050**

Independence Branch  
18 S. 7<sup>th</sup> Street

18 S. 7<sup>th</sup> Street  
Philadelphia, PA 19106  
215-685-1633

Katherine Drexel  
Knights & Fairdale Roads

11099 Knights Road  
Philadelphia, PA 19154  
215-685-9383

Kensington  
Hope & Dauphin Streets

104 W. Dauphin Street  
Philadelphia, PA 19133

Kingsessing  
51st below Chester Avenue

1201 S. 51<sup>st</sup> Street  
Philadelphia, PA  
215-685-2690

Lawncrest  
Rising Sun & Benner

6098 Rising Sun Avenue  
Philadelphia, PA 19111  
215-685-0549

Lehigh Avenue  
6th & Lehigh Avenue

601 W. Lehigh Avenue  
Philadelphia, PA 19133  
215-685-9794

Logan  
Wagner Avenue &  
Old York Road

1333 Wagner Avenue  
Philadelphia, PA 19141  
215-685-9156

Lovett Memorial  
Germantown Avenue  
& Sedgwick

6945 Germantown Avenue  
Philadelphia, PA 19119  
215-685-2095

McPherson Square  
Indiana Avenue & "F" Street

601 E. Indiana Avenue  
Philadelphia, PA 19134  
215-685-9995

**ATTACHMENT I**  
**S8Z54050**

<b><u>BRANCH</u></b>	<b><u>ADDRESS AND PHONE</u></b>
<u>Nicetown-Tioga</u> Broad & Erie	3720 N. Broad Street Philadelphia, PA 19140 215-685-9790
<u>Oak Lane</u> 12 <sup>th</sup> St. & Oak Lane	6614 N. 12 <sup>th</sup> Street Philadelphia, PA 19126 215-685-2848
<u>Ogontz</u> Church Lane & Ogontz Ogontz	6017 Ogontz Avenue Philadelphia, PA 19141 215-685-3566
<u>Overbrook Park</u> Haverford Avenue	7422 Haverford Avenue Philadelphia, PA 19151 215-685-0182
<u>Paschalville</u> 70th & Woodland Avenue	6942 Woodlane Avenue Philadelphia, PA 19142 215-685-2662
<u>Passyunk</u> 20th & Shunk Streets	1935 Shunk Street Philadelphia, PA 19145 215-685-1755
<u>Philadelphia City</u> <u>Institute</u> 19th & Locust Streets on Rittenhouse Square	1905 Locust Street Philadelphia, PA 19103 215-685-6621
<u>Queen Memorial</u> Federal Street between 22 <sup>nd</sup> & 23 <sup>rd</sup> Street	1201 S. 23 <sup>rd</sup> Street Philadelphia, PA 19146 215-685-1899
<u>Richmond</u> Indiana Avenue & Almond St.	2987 Almond Street Philadelphia, PA 19134 215-685-9992

**ATTACHMENT I**  
**S8Z54050**

<b><u>BRANCH</u></b>	<b><u>ADDRESS AND PHONE</u></b>
<u>Ramonita G deRodriguez</u> 6th & Girard Avenue	600 W. Girard Avenue. Philadelphia, PA 19123 215-686-1768
<u>Roxborough</u> Ridge Avenue & Hermitage	6245 Ridge Avenue Philadelphia, PA 19128 215-685-2550
<u>South Philadelphia</u> Broad & Morris Sts.	1700 S. Broad Street Philadelphia, PA 19145 215-685-1866
<u>Southwark</u> 7 <sup>th</sup> & Carpenter Sts.	932 S. 7 <sup>th</sup> Street Philadelphia, PA 19147 215-686-1766
<u>Tacony</u> Torresdale Avenue & Knorr Street	6742 Torresdale Avenue Philadelphia, PA 19135 215-685-8755
<u>Torresdale</u> Holme Avenue	3079 Holme Avenue Philadelphia, PA 19136 215-685-0494
<u>Wadsworth Avenue</u> Wadsworth & Michener Avenues	1500 Wadsworth Avenue Philadelphia, PA 19150 215-685-9293
<u>Walnut Street West</u> 40 <sup>th</sup> & Walnut	3927 Walnut Street Philadelphia, PA 19104 215-685-7671
<u>Welsh Road</u> Welsh Road & Roosevelt Blvd.	9233 Roosevelt Blvd. Philadelphia, PA 19114 215-685-0498

**ATTACHMENT I**  
**S8Z54050**

**BRANCH**

**ADDRESS AND PHONE**

West Oak Lane  
74<sup>th</sup> Street &  
Washington Lane

2000 Washington Lane  
Philadelphia, PA 19138  
215-685-2843

Whitman  
2<sup>nd</sup> Street &  
Snyder Avenue

200 Snyder Avenue  
Philadelphia, PA 19148  
215-685-1754

Widener  
25<sup>th</sup> & Lehigh Avenue

2531 W. Lehigh Avenue  
Philadelphia, PA 19132  
215-685-9799

Wynnefield  
54<sup>th</sup> & Overbrook

5325 Overbrook Avenue  
Philadelphia, PA 19131  
215-685-0298

Wyoming  
Wyoming Avenue

231 E. Wyoming Avenue  
Philadelphia, PA 19120  
215-685-9158

Library for the Blind  
and Physically Handicapped

919 Walnut Street  
Philadelphia, Pa 19107

**REGIONALS**

Northeast Regional  
Cottman Avenue &  
Oakland

2228 Cottman Avenue  
Philadelphia, PA 19149  
215-685-0501

Northwest Regional  
Greene & Cheltenham Avenue

68 W. Cheltenham Avenue  
Philadelphia, PA 19144  
215-685-2155

West Regional  
52<sup>nd</sup> & Sansom

125 S. 52<sup>nd</sup> Street  
Philadelphia, PA 19139  
215-685-7429

**ATTACHMENT II**  
**S8Z54050**

**LOCATIONS FOR PRIVATE SECURITY- ONE GUARD AT EACH LOCATION**

**District One**

Houseman- Summerdale and Godfrey- Art Comas, (215) 685-2229  
Lawncrest- Rising Sun and Comly- Jim Rivalsky, (215) 685-0597  
Max Myers- Oakland and McGee- Ebony Hatcher, (215) 685-2584

**District Two**

Heitzman- Castor and Amber- Valeri Ahronidakis, (215) 685-1244  
Piccoli- Castor and Cayuga- Paulette Bolton, (215) 685-1249  
Vogt- Cottage and Unruh- John Brady, (215) 685-8732

**District Three**

Olney- "A" and Spencer- Kevin Cush, (215) 685-2889  
Feltonville- "B" and Wyoming- Ed Henninger, (215) 685-9150  
12th Cambria- 12th and Cambria- James Bell, (215) 685-9780  
Hunting Park- 9th and Hunting Park- Brian Kitchell, (215) 685-9153  
Lonnie Young- Cheltenham and Ardleigh- Alia Sutton-Bey, (215) 685-2236  
Barrett- 8th and Duncannon- Levi Wesley, (215) 685-9146  
Cherashore- 10th and Chew- Mike Morgan, (215) 685-2897  
Morris Estate- 16th and Cheltenham- Luis Cabrera, (215) 685-2891

**District Four**

Shuler- 27th and Clearfield- Bill Malizia, (215) 685-9750  
Pleasant- Boyer and Pleasant- Azaraha Sutton-Bey, (215) 685-2230  
Heritage Park- Sydenham and Clearfield- DM- Lisa Anne Kenny, (215) 685-1893

## **District Five**

39th and Olive- 39th and Olive- Shawn Wilson (Mantua), (215) 685-7686  
Athletic- 26th and Masters- Connie Rosenfeld, (215) 685-2709  
MLK- 22nd and Cecil B. Moore- Mike McKeown, (215) 685-2733  
Penrose- 12th and Susquehanna- Eric Rudy, (215) 685-2711

## **District Six**

Scanlon- "J" and Tioga- Joseph Brogan, (215) 685-9893  
Waterloo- Waterloo and Cumberland- DM Kathy Muller, (215) 686-1784  
8th and Diamond- 8th and Diamond- Dana Clark, (215) 695-2761  
Hancock- Hancock and Master- John Bromley, (215) 685-9886

## **District Seven**

Vare- 26th and Morris- Wanda Darden, (215) 685-1876  
Barry- 18th and Johnston - Brendan Gibson, (215) 685-1886  
Chew- 19th and Washington Ave- Oktavia Cherry, (215) 685 - 6596  
Ridgway- 13th and Carpenter- Theresa Williams, (215) 685 - 1848  
Stinger Sq- 32nd and Dickinson- Dwan Hunt, (215) 685-1882

## **District Eight**

F.J.Myers- 58th and Kingsessing- Anthony Bocchichio, (215) 685-2698  
Kingsessing- 48th and Kingsessing- Les Quill, (215) 685-2695  
Shepard- 57th and Haverford- Patti Mc Grail-Shiffler, (215) 685-2695  
Tustin- 60th and Columbia- Ken Crawford, (215) 685-0258  
Kelly Pool- 53rd and Parkside- DM Susan Buck, (215) 685-0159  
Baker- Conestoga and Lansdowne- Gerald Haygood, (215) 685-0261  
Christy- 56th and Christan- Sam Owens, (215) 685-1997  
Cobbs Creek- 63rd and Cobbs Creek Parkway- Walt Harrar, (215) 685-1995  
Finnegan- 69th and Grovers- Dennis Gibson, (215) 685-4191

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.



# **CITY OF PHILADELPHIA**

## **INSTRUCTIONS FOR GETTING PAID**

### **BY THE CITY OF PHILADELPHIA**

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

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

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

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

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

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

**PLEASE NOTE INCREASED FEE**      Date of Request: \_\_\_\_\_

Bid Number Requested: \_\_\_\_\_      Opening Date: \_\_\_\_\_

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

Company Representative: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_      Fax No.: \_\_\_\_\_

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

- Check or Money Order payable to “**City of Philadelphia**”
- A self-addressed stamped envelope which is at least 9 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**



# CITY OF PHILADELPHIA

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

Janet Hagan  
Acting Procurement Commissioner

## Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 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.# \_\_\_\_\_



# CITY OF PHILADELPHIA

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

JANET HAGAN  
Acting Procurement Commissioner

December 1, 2006

Dear Vendor:

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

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

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

Sincerely,

Janet Hagan  
Acting Procurement Commissioner



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

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

Vincent Jannetti  
Director of Finance

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

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

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

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

# Vendor Information Payment Reference Guide

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

**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 an annual bid bond, 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.

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

### 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 nonresponsiveness 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;

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

### TAX MATTERS

**21. TAX EXEMPTION.** The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. 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 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 authorizations required by any

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 or 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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 21<sup>st</sup> 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)



# CITY OF PHILADELPHIA

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

Dear Valued Vendor,

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

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

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

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

Sincerely,

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

Vincent J. Jannetti  
Acting Director of Finance