

BID OPENING DATE AND TIME

ON: OCTOBER 9, 2012

AT: 10:30 A.M.

BID NO. T3Z58840	PAGE 1 OF 74	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time. DEPARTMENT DIVISION VARIOUS VARIOUS <hr/> AWARDED <hr/> DATE FOR THE PROCUREMENT COMMISSIONER			BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.
			NAME AND ADDRESS OF FIRM Federal EIN/Social Security Number
		 BIDS MUST BE RETURNED TO CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BUYER T. VINSON K. OWENS

TITLE OF BID: SNOW REMOVAL - STREETS

Office of Economic Opportunity (OEO) – Anti- Discrimination Policy Executive Order 02-05 – Bidder Requirements

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

Participation Ranges

M-BE: 10% to 15%
 AND/OR
 W-BE: 10% to 15%
 DS-BE: 0% to 0%

Any and all questions about Executive Order 02-05 and bidder compliance should be Directed to the Office of Economic Opportunity (OEO) office at (215) 683-2000.

BID QUESTIONS

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

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	AMOUNT	CHECK NUMBER

City of Philadelphia
Economic Opportunity Plan
[CITY BID NUMBER T3Z58840]

I. Introduction, Definitions and Goals

A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of "Economic Opportunity Plan(s)" for certain classes of contracts and covered projects as defined in Section 17-1601. The Economic Opportunity Plan ("Plan") memorializes the successful Bidder's best and good faith efforts to provide meaningful and representative opportunities for Minority Business Enterprises ("MBEs"), Woman Business Enterprises ("WBEs") and Disabled Business Enterprises ("DSBEs"), Disadvantaged Business Enterprises¹ ("DBEs") (collectively, "M/W/DSBEs") and an appropriately diverse building trades workforce in connection with the contract or covered project.

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

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

B. For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its Office of Economic Opportunity ("OEO"). Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oeo/directory. If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

¹Disadvantaged Business Enterprises ("DBEs") are those socially or economically disadvantaged minority and woman owned businesses certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

²A list of "OEO approved certifying agencies" can be found at www.phila.gov/oeo

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

D. Goals

1. M/W/DSBE Participation Ranges

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

BID	MBE		WBE
T3Z58840	10% TO 15%	AND/OR	10% TO 15%

2. Employment Goals

Bidder agrees to exhaust its Best and Good Faith Efforts to employ minority persons and females in its workforce of apprentices and journeymen at the following levels³:

- Minority Apprentices – 50% of all hours worked by all apprentices
- Minority Journeymen – 32% of all journey hours worked across all trades
- Female Apprentices – 7% of all hours worked by all apprentices
- Female Journeypersons - 7% of all hours worked across all trades

II. Bidder Responsiveness and Responsibility

A. Bidder shall identify all its M/W/DSBE commitments and evidence its agreement to employ minority persons and females at the levels stated herein on the

³ These goals, which have been adopted by the Economic Opportunity Cabinet, are the recommendations of the Mayor’s Commission on Construction Industry Diversity.

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

1. Commercially Acceptable Function

A Bidder that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort in that regard only if its M/W/DSBE subcontractor performs a commercially acceptable function ("CAF"). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with Bid specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

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

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

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

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

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

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

4. Documentation of the following:

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

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

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

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

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

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

- iii. Telephone logs of communications related to this Bid; and
- iv. Notification of and access to bid documents at the Bidder's office or other office locations for open and timely review; and
- v. Bidder sought assistance from the Urban Affairs Coalition, Careerlink Philadelphia, Opportunity Industrial Center and the Philadelphia Workforce Development Corporation to perform employment outreach; and
- vi. Bidder published its policy of nondiscrimination in the hiring, retention and promotion of employees; and
- vii. Any agreement with an apprenticeship or training program that targets the employment of minority persons, disabled persons and women.

III. Evaluation of Responsiveness and Responsibility

A. Evaluation and Determination

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

B. Administrative Reconsideration

1. If the OEO determines that the apparent low Bidder has not made sufficient Best and Good Faith Efforts, the Bidder will be notified and may file a written appeal with OEO within forty-eight (48) hours of the date of notification. The decision of OEO may be appealed in writing within forty-eight (48) hours of the date of OEO's decision to Chief Operating Officer of the Commerce Department or his designee whose decision shall be final. If it is determined that the apparent low Bidder did not make sufficient Best and Good Faith Efforts, its Bid will be rejected.

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

IV. Compliance and Monitoring of Best and Good Faith Efforts

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

The Successful Bidder agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, within the time limits prescribed by OEO, all

documentation which may be requested by OEO relative to the awarded contract, including the items described below. The Successful Bidder must provide as required and maintain the following contract documentation for a period of three (3) years following acceptance of final payment under the contract:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;
- Telephone logs and correspondence relating to M/W/DSBE commitments.

B. The Successful Bidder shall ensure that all its on-site contractors submit, to the extent required by law, certified payrolls to the City's Labor Standards Unit in the format prescribed by that agency which includes hours worked by minority and female apprentices and journeypersons.

C. Prompt Payment of M/W/DSBEs

1. The Successful Bidder shall within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors their proportionate share of such payment for work performed (including the supply of materials). In connection with payment of its M/W/DSBE subcontractors, the Successful Bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.
2. Each month of the contract term and at the conclusion of the contract, the Successful Bidder shall provide to the OEO documentation reconciling actual dollar amounts paid to M/W/DSBE subcontractors to M/W/DSBE commitments presented in the Plan.

D. Oversight Committee

1. For this project, the City, in its sole discretion, may establish a Project Oversight Committee consisting of representatives from the Bidder's company, representatives of the building trades, the construction manager, and the City which may include the Project site's District Councilperson, OEO, and appropriate community organizations ("Committee"). The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the Plan.
2. If a Project Oversight Committee is established, the City will convene meetings of the Committee no later than one (1) month after issuance of the Notice To Proceed.

V. Remedies and Penalties for Non-Compliance

A. The Successful Bidder agrees that its compliance with the requirements of the Plan is material to the contract. Any failure to comply with these requirements may constitute a substantial breach of the contract. It is further agreed and understood that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to remedies reserved under Section 17-1605 of The Philadelphia Code, any other rights and remedies the City may have under the contract, or any bond filed in connection therewith or at law or in equity, exercise one or more of the remedies below, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend/Debar the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The “total dollar amount of the contract” shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City.)

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

such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

SIGNATURE OF BIDDER AND TITLE⁴

DATE

ANGELA DOWD-BURTON, Executive Director, Office of Economic Opportunity⁵

DATE

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

⁴Bidder is required to sign and date, but the City reserves the right to obtain the Successful Bidder's signature thereon at any time prior to Plan certification. The Successful Bidder will receive from the City a certified copy of its Plan which will be filed by the Procurement Department with the Chief Clerk of City Council within fifteen (15) days of the Procurement Department's issuance of a notice of award and published by OEO, in a downloadable format, on the OEO website.

⁵ Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.

OEO Official Use Only

BID # T3Z58840, SNOW REMOVAL SERVICE

M/W/DSBE Commitments

Percent/Dollar Amount

_____ [MBE]

_____ [WBE]

_____ [DSBE]

DOCUMENTATION OF BEST AND GOOD FAITH EFFORTS FORM

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

BID TITLE -	NAME OF BIDDER -	BID SUBMISSION DATE -

List below ALL MBE/WBE/DSBE/DBEs³ that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.

<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE ³ <input type="checkbox"/> W-DBE ³	Please Specify Work to be Performed and/or Type of Supply Effort	Date Solicited	Commitment Made			
Company Name		By Phone	By Mail	By Advertisement	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Address					(If Yes, give date solicited) (If No, provide reasons on Page 2)	
Contact Person		Date Solicited			Dollar Amount	
Telephone Number Fax #		YES ²	NO			
<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier					Percent of Total Proposal	
OEO CERTIFICATION #						
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE ³ <input type="checkbox"/> W-DBE ³	Please Specify Work to be Performed and/or Type of Supply Effort	Date Solicited			Commitment Made	
Company Name		By Phone	By Mail	By Advertisement	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Address					(If Yes, give date solicited) (If No, provide reasons on Page 2)	
Contact Person		Date Solicited			Dollar Amount	
Telephone Number Fax #		YES ²	NO			
<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier					Percent of Total Proposal	
OEO CERTIFICATION #						
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE ³ <input type="checkbox"/> W-DBE ³	Please Specify Work to be Performed and/or Type of Supply Effort	Date Solicited			Commitment Made	
Company Name		By Phone	By Mail	By Advertisement	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Address					(If Yes, give date solicited) (If No, provide reasons on Page 2)	
Contact Person		Date Solicited			Dollar Amount	
Telephone Number Fax #		YES ²	NO			
<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier					Percent of Total Proposal	
OEO CERTIFICATION #						

¹MBE/WBE/DSBE/DBEs Listed above must be certified prior to bid submission date.

²Bidder should attach quotation with this form, but the City reserves the right to request this information which shall be submitted by bidder within 48 hours of the City's request.

³If Bidder makes solicitation(s) and commitments with a DBE, Bidder shall indicate which class type, M-DBE or W-DBE, is submitted for credit.

DOCUMENTATION OF BEST AND GOOD FAITH EFFORTS FORM

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

BID NUMBER & TITLE -	NAME OF BIDDER -	BID SUBMISSION DATE -

Photocopy this form as necessary; you must respond for each solicited M/W/DSBE for which there is no commitment. Failure to do so may result in rejection of your bid.

Name of M/W/DSBE solicited for which no commitment was made:

No commitment resulted from your solicitation of the above identified M/W/DSBE; please explain why:

Did you attempt, in good faith, to negotiate price and scope (please be specific, attaching any dated price quotations and correspondence):

Did you offer this M/W/DSBE any arms length business assistance (e.g., introduction to manufacturer, helped provide access to line of credit, access to union hall, etc.):

Did you provide this M/W/DSBE with timely information about the scope of work required; be specific and attach dated documentary evidence of the foregoing:

DOCUMENTATION OF BEST AND GOOD FAITH EFFORTS FORM

DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)		
BID TITLE -	NAME OF BIDDER -	BID SUBMISSION DATE -
<i>Photocopy this form as necessary</i>		
<p><u>Do you operate or provide funding to any on-the-job training or apprenticeship programs? If so please describe and provide the number of trainees and breakout of minority, female and/or disabled participants:</u></p> 		
<p><u>Did you seek assistance from the Urban Affairs Coalition, Careerlink Philadelphia, Opportunity Industrial Center and the Philadelphia Workforce Development Corporation to perform employee outreach? Provide your list of minority, female, and/or disabled recruitment agencies or other community based organizations that your firm uses for employment placement:</u></p> 		
<p><u>Describe any specific outreach activities through job fairs, newspapers, periodicals, advertisements and other organizations or media that are owned by M/W/DSBEs and/or focus on M/W/DSBEs:</u></p> 		
<p><u>Identify the unions with which you have a collective bargaining agreement. Describe any hiring practices, or involvement in Commonwealth approved apprenticeship programs that specifically encourage the training and employment of minority, women and/or disabled persons:</u></p> 		
<p><u>List all directories of certified M/W/DSBEs (e.g., OEO Registry, Pennsylvania Unified Certification Program, Department of General Services) that you consulted in preparing your bid:</u></p> 		
<p><u>Attach your company's Equal Employment Opportunity Statement and any published nondiscrimination policies.</u></p> 		

**M/W/DSBE Participation and Workforce Commitments
EOPs FOR BIDS ESTIMATED AT MORE THAN \$250,000**

**DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)**

Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (M-DBE and W-DBE) Business Enterprises¹

BID NUMBER - _____ **NAME OF BIDDER -** _____ **BID OPENING DATE -** _____

List below all MBE/WBE/DSBE/DBEs² that you have a commitment to use for a Commercially Acceptable Function On this Bid - Photocopy this form as necessary.

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

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 2 74
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Snow Removal - Streets**

1.2 **SCHEDULE NO: 176**

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

1.3.1 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, 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 3 74
		FIRM NAME (Must be filled in)	

1.4 CONTRACT TYPE: REQUIREMENTS

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 only.

1.6 STATEMENT OF DIRECTION:

It is the intent of the City of Philadelphia to purchase snow removal services consisting of the equipment, including tires, chains, cell phones etc., the necessary operators, fuel, servicing, supervision and all required incidentals for the efficient operation the equipment including the repair and maintenance only.

1.7 BID SECURITY

For the purposes of this bid, Paragraph 2 of the "Terms and Conditions of Bidding and Contract" is deleted. Bidders instead shall submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount of **\$3,500.00**.

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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 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
For purposes of this bid ONLY, bidder MUST submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of \$50.00 to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.
- 1.9.7 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 “ Commerce Department Office of Economic Opportunity (OEO) Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

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

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

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

Prime or subcontractor's LBE Certification Number _____

If applicable:

Subcontractor's Name _____

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

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1.9.9

BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department’s Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. Questions, whether phoned or faxed, should be received no later than three (3) business days after the scheduled Non-Mandatory Pre-Bid Meeting date referenced in paragraph 1.11 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City’s best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

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1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

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1.9.11 **NOTIFICATION:**

BIDDERS SHALL STATE CONTACT PERSONS FOR CALL OUT. TWO NAMES MUST BE GIVEN.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

1.10 **PREQUALIFICATION OF BIDDERS:**

1.10.1 To be eligible for award under this Invitation and Bid, bidders must be prequalified by the City of Philadelphia.

1.10.2 Bidders **Must** complete the Snow Removal Service Bidder Pre-Qualification Package in **Attachment "B"** of this Invitation and Bid.

1.10.3 **The Bidder Pre-Qualification Package must be submitted by Fax, Letter or E-Mail No Later than 4:00 PM on September 24, 2012 to:**

**City of Philadelphia
Procurement Department
Municipal Services Building, Room 170
1401 J.F.K. Boulevard
Philadelphia, PA 19102 - 1685
Attention: Timothy Vinson
Fax Number: (215) 686-4727
E-Mail: timothy.a.vinson@phila.gov**

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1.10.4 **PREQUALIFICATION EVALUATION:**

- 1.10.4.1 Bidders must be able to show that during the course of their regular operations they use the equipment specified and that they have available facilities for immediate equipment maintenance and repair.
- 1.10.4.2 The City reserves the right to visit bidder's facility where equipment is stored to determine their ability to perform the requirements of this Invitation and Bid.
- 1.10.4.3 Bidders must be able to demonstrate that they have successfully completed emergency snow removal operations of similar size and scope as those they propose to offer to the City under this Invitation and Bid.

1.10.5 **QUALIFICATION NOTIFICATION:**

By **October 1, 2012** the Procurement Department, upon recommendations of the Streets Department, will notify all bidders who have submitted prequalification information of the following:

- 1.10.5.1 The number of highway districts that the bidder may be awarded for removal equipment and/or for spreading.

SECTION 2: SPECIFICATIONS

- 2.1 Successful vendor (s) shall furnish equipment and labor as required for snow removal services (removal equipment and/or spreading equipment) from designated Streets Department Facility.
 - 2.1.1 The need for such service from the bidders will be based on the evaluation of each snow storm by the Streets Department.
 - 2.1.2 Bidders shall provide equipment with operator at a fixed rate per hour for the different types of equipment required at the designated areas of the City.

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- 2.1.3 Upon award, vendors shall receive designated areas of the City based on type and number of equipment committed to the City and price per hour. Location of equipment will also be considered.
- 2.1.4 The work shall be continuous as required and as directed by a designated representative of the Department of Streets.
- 2.1.5 Bidders must be able to provide simultaneously all items awarded including maintenance and repair with the City.
- 2.1.6 Bidders must have cell phone capabilities for communication with the Department of Streets.

2.2 EQUIPMENT REQUIREMENTS

2.2.1 Removal Equipment

- 2.2.1.1 Each highway district shall require the following equipment:
- 2.2.1.2 **28561 002 020**
Loader, 2 cubic yard buckets or smaller (no pipens). Bidders to bid price per one loader per hour. Six (6) loaders minimum bid per district.
- 2.2.1.3 **28561 002 0021**
Loader, 2-1/2 cubic yards min. Bidders to bid price per one loader per hour. Six (6) loaders minimum bid per district.
- 2.2.1.4 **28561 002 030**
Snow lifting set. Set to consist of ten (10) tri-axles, 2 loaders, (3 cubic yards or larger bucket) and pickup with foreman. Bidders to bid price per one set per hour. Two (2) sets minimum per district.
- 2.2.1.5 **28561 002 040**
Pickup Truck (four wheel drive) with cell phone and operator. Bidders to bid price per one truck per hour with cell phone and operator. Minimum five (5) trucks with cell phone and operator per district.

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2.2.1.6 **28561 002 044**
Pipen Bidder to bid price per one pipen per hour. Minimum fifteen (15) pipens per district.

2.2.1.7 **28561 002 048**
Pipen with 73" wide bucket, or approved equal. Bidder to bid price per one pipen with 73" wide bucket per hour. Minimum: 1st District – six (6), 2nd District – twelve (12), 3rd District – ten (10), 4th District – eight (8), 5th District – four (4), 6th District - eight (8).

2.2.1.8 **28561 002 049**
Compact Skid Steer Loader with 23CF Bucket with trailer and pickup to tow. Bidder to bid price per one Compact Skid Steer Loader with 23CF Bucket with Trailer and pick up to tow per hour. Minimum: 2nd District-two (2), 3rd District-two (2), 5th District - two (2).

2.2.2 **Spreader Equipment**

2.2.2.1 Contractor to provide cell phones as a means of communication between the spreader truck operator and each highway facility.

2.2.2.2 The following equipment will be required as indicated:

2.2.2.3 **28561 002 000**
Truck w/spinner & plow tandem, dump 21,000 to 28,000 G.W. Plow shall be similar to the Good Roads 721 or approved equal having a minimum width of ten (10) feet, eight (8) inches.

Plows shall be supplied with rubber blades, shoes and/or casters.

Plows shall be mounted on spinner equipped trucks only when ordered by the chief Highway Engineer or designated representative. Trucks shall be required in the districts stated.

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28561 002 000 02

2.2.2.3.1 Truck w/spinner & plow tandem, dump 21,000 to 28,000 G.W., 2nd District, minimum – six (6) trucks.

2.2.2.3.2 **28561 002 000 04**

Truck w/spinner & plow tandem, dump 21,000 to 28,000 G.W., 4th District, minimum – six (6) trucks.

2.2.2.4 **28561 002 045**

Truck w/spinner and plow tandem, capable of hauling 17 tons or more of salt. Bidders to bid price per truck per hour.

2.2.2.4.1 **28561 002 045 01**

Truck w/spinner & plow tandem, capable of hauling 17 tons or more of salt. 1st District, minimum of 12 trucks.

2.2.2.4.2 **28561 002 045 02**

Truck w/spinner and plow tandem, capable of hauling 17 tons or more of salt. 2nd District, minimum of 6 trucks.

2.2.2.4.3 **28561 002 045 03**

Truck w/spinner & plow tandem, capable of hauling 17 tons or more of salt. 3rd District, minimum of 12 trucks.

2.2.2.4.4 **28561 002 045 04**

Truck w/spinner & plow tandem, capable of hauling 17 tons or more of salt. 4th District, minimum of ten (10) trucks.

2.2.2.4.5 **28561 002 045 05**

Truck w/spinner & plow tandem, capable of hauling 17 tons or more of salt. 5th District, minimum of 12 trucks.

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2.2.2.4.6 **28561 002 045 06**

Truck w/spinner & plow tandem, capable of hauling 17 tons or more of salt. 6th District, minimum of 12 trucks.

2.2.2.5 **28561 002 040**

Pickup truck four wheel drive with cell phone and operator. Bidder to submit price for one (1) truck per hour with cell phone and operator. Minimum five (5) trucks with cell phone and operator per district.

2.2.2.6 **28561 002 041**

Pickup truck, four wheel drive, one (1) ton, with vee box and plow, with cell phone and operator per.

Minimum:

1st District-twelve (12)

2nd District-six (6)

3rd District-six (6)

4th District-six (6)

5th District-ten (10)

6th District-ten (10)

2.2.2.7 **28561 002 051**

Pickup truck with a body of no more than 72 inches wide, not counting mirrors, with a plow no more than 84 inches wide, full width, and no more than 73 inches wide at full angle, with v-box, hopper type salt spreader, no less than 0.5 cubic yards (tailgate type spreaders are not acceptable), with cell phone and operator per minimum:

2nd District-twelve (12)

3rd District-ten (10)

4th District-ten (10)

5th District-two (2)

6th District-two (2)

2.3 **QUANTITIES FURNISHED**

2.3.1 Bidder(s) will be obligated to furnish the equipment as committed on the Invitation and Bid.

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2.3.2 For each item, a minimum number of vehicles is specified. Bidders are requested to indicate any vehicles above the minimum that can be committed to the City. Additional committed vehicles will be subject to the same terms and conditions as applied to the minimum number of vehicles. The City reserves the right to reduce the number of additional committed vehicles and will specify on the award letter the number of additional vehicles, if any, for which the City will contract.

2.3.3 Awarded bidder(s) may be requested, but not obligated to either furnish equipment additional to the bid commitment or furnish additional quantities of equipment of the type awarded for use in Highway District(s) not awarded to the successful bidder(s).

2.4 **EMERGENCY NOTIFICATION PERSONNEL**

2.4.1 Bidder(s) must furnish on the form provided the names, emergency addresses, and emergency telephone numbers of persons to be contacted for notification.

2.4.2 At least one of the persons listed must be available at any time day or night, including Saturdays, Sundays, and Holidays during the term of this contract.

2.5 **SUPERVISOR PERSONNEL**

Bidder(s) shall provide supervisory personnel for any equipment and operators provided to the City.

2.6 **COMPENSATION**

2.6.1 The hourly rate for equipment with operators shall include all costs including taxes, insurance, tires, chains, fringe benefits, supervision, repair, maintenance, fuel, transportation, and all incidental costs for emergency snow clearance.

2.6.2 The hourly rate quoted shall be the same for all hours the equipment is in use under this contract regardless of weekend, shift, or holidays.

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2.6.3 The successful bidder shall not be compensated for any wages paid to any of their personnel, including but not limited to, administrative, supervisory, and maintenance personnel.

2.7 **CALCULATION FOR PAYMENT**

2.7.1 Bidder(s) shall be paid based on the net aggregate number of hours worked by each piece of equipment plus allowable travel time less any equipment downtime.

2.7.2 The net aggregate number of hours will begin at the time when the equipment arrives at the location for which it was ordered and will end at the time when the piece of equipment is released by the Streets Department less any hours that the equipment was down. Time for lifting sets to begin when the complete lifting set is present.

2.7.2.1 Contractor representative (supervisory level) will be required to arrive with equipment in each district with operator information, cell phone numbers, and vehicle numbers filled out using the attached "Contractor Roster & Shift Reconcile Form" (Reference is made to Attachment "A" of this Invitation and Bid). Contractor representative is responsible for assuring all equipment is properly signed in and accounted for with Streets Department for each shift. This will allow immediate dispatch of the equipment to the streets. Note that each district has a separate reporting location for highway and residential operations.

2.7.3 Once equipment is at the work location in operative condition, the City will guarantee a minimum of six (6) hours net aggregate work time plus allowable travel time for that piece of equipment.

2.7.3.1 All hours for all pieces of contracted equipment will be confirmed with highway district personnel at the end of the deployment. Contractor representative (supervisory level) will reconcile with the highway district representative before leaving each respective district, using the attached "Contractor Roster & Shift Reconcile Tabulation" form (Ref: Attachment "A").

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Reconcile must be completed at the end of every shift. Note that each district has a separate reporting location for highway and residential operations.

2.7.4 Allowable Travel Time

- 2.7.4.1 A maximum of two (2) hours travel time for each piece of equipment will be allowed for travel to the location of the work and return to the bidder(s)' equipment yard. Travel time to be determined by City.
- 2.7.4.2 No travel time allowance will be paid for the substitution of equipment.
- 2.7.4.3 No other travel time will be compensated.

2.7.5 Equipment Downtime

- 2.7.5.1 Bidder shall not be compensated for any periods of time during which a piece of equipment is inoperative or otherwise immobilized and/or which causes any other associated equipment to be rendered inoperative or immobile.
- 2.7.5.2 The City shall have the sole right to determine which equipment items are judged to be down and the number of hours involved.

2.7.6 Equipment Cancellation

- 2.7.6.1 Any time prior to the arrival of the equipment at the assigned location the City may cancel the request for the equipment.
- 2.7.6.2 If the equipment has not left the bidder's location, no costs shall be charged to the City.
- 2.7.6.3 If a vehicle is enroute to the assigned location the bidder shall be paid for the allowable travel time.

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2.7.7 **28561 002 900**
For each truck with spinner and plow provided for operation in the highway districts, bidder shall be paid a one-time mobilization fee of **\$1000.00** to attach the aforementioned equipment.

2.7.8 **28561 002 901**
For each pickup truck with a vee box and plow, bidder shall be paid a one-time mobilization fee of **\$750.00** to attach the aforementioned equipment.

2.8 PROPERTY DAMAGES

Bidder(s) shall be responsible for repairs and full restoration of damage to any property or facilities caused by the fault or negligence of bidder or his/her operators.

2.9 LIQUIDATED DAMAGES

2.9.1 A bidder who fails to provide the types and quantities of equipment committed to within four (4) hours of notification or by the time designated by the Streets Department (whichever is greater) shall be subject to liquidated damages.

2.9.2 Liquidated damages shall be the greater of:

2.9.2.1 The City's actual increased cost to obtain the required equipment from another bidder(s);

2.9.2.2 \$2125.00 per truck (with spinner and plow) per day required.

2.9.2.3 \$300.00 per all other vehicles per day required.

2.9.3 Liquidated damages shall be calculated by the City and subtracted from any amounts due and owing to bidder.

2.10 INVOICES

2.10.1 Bidder will maintain time records and submit invoices in a format prescribed by the Streets Department. City inspectors will have authority to check time records as required. Invoices to the City shall show Purchase Order number and contain the following information:

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2.10.1.1 Number of pieces, kind, and class of equipment in operation;

2.10.1.2 Location of operation, i.e., district in which equipment is operated;

2.10.1.3 Dates and hours of work at specified rate per hour;

2.10.2 Bidder shall require any subcontractors to maintain similar records.

2.10.3 Separate invoices shall be rendered for payment upon completion of service.

2.10.4 All invoices/receipts for snow removal service shall have the signature and payroll ID number of the authorized/designated City Personnel who received the service.

2.10.5 Invoices submitted will be processed for payment following completion of each snow removal request and receipt of correct invoice by the City. Equipment order forms must accompany each invoice.

2.10.6 Invoices should be sent to the respective Highway District Office, no later than 10 calendar days after the end of each event.

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

3.1.1 Bids will be evaluated by the Procurement Department.

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

3.1.3 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 OEO Documents (if applicable)

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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 prescribed procedures described in Paragraph 9 of “Terms and Conditions of Bidding and Contract.”

3.1.5 To be eligible for award on any district in Sections 5.1 (Schedule A) or 5.2 (Schedule B), bidders must bid on each item in the district and commit to the minimum quantity specified for that item. Failure to do so will render bidder(s) ineligible for award on that item.

3.2 **HIGHWAY DISTRICT AWARD**

3.2.1 For removal equipment [Section 5.1 (Schedule A)] and spreader equipment [Section 5.2 (Schedule B)] highway districts will be awarded in the following order:

1. Fourth District
2. Sixth District
3. Third District
4. Fifth District
5. Second District
6. First District

3.2.2 For each district the award shall be made to the lowest responsive and responsible bidder. To determine the lowest responsible bidder for each district for removal equipment and/or spreader equipment the City shall total the unit costs and quantities for each item shown in Section 5.1 and then separately for Section 5.2.

3.2.3 Awards will be made based on the total for each bidder up to the number of districts for which they have been deemed qualified.

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3.2.4 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 bid is determining the lowest responsive and responsible bidder. If the bid is awarded as a whole, the 5% local bid preference is 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 \$30,000.00 and awarded as a whole or by section.

3.3 BASIS OF AWARD - For purposes of determining the contract and performance security amount the following rules shall apply:

3.3.1 For item 5.1 - The contract value shall be based upon the following formula: The bidder's total hourly rate for all equipment for two (2) occasions for 12 hours on each occasion for each district awarded. .

3.3.2 For item 5.2 - The contract value shall be based upon the following formula: The bidder's total hourly rate for all equipment for seven (7) occasions for twelve (12) hours on each occasion for each district awarded.

3.4 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 all awards as a result of this bid will have a minimum contract amount of \$30,000.01. All awards at the \$30,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

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If the total award amount exceeds \$500,000, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.3.1 and 1.3.2 shall apply.

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

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

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

3.6 INSURANCE:

Insurance is a requirement for this bid in accordance with Paragraph 15 of the “Terms and Conditions of Bidding and Contract”. No contract will be executed or 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

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UMBRELLA LIABILITY INSURANCE:

- (1) Limit of Liability: \$2,000,000 per occurrence over all applicable coverages.
- (2) Coverage: Umbrella Liability Policy Form. Coverage on pay-on-behalf of basis; first dollar defense.
- (3) Policy to apply excess of the Commercial General and Commercial Automobile Liability Coverage. Contractor must release/waive the City liability for personal or Bodily injury resulting from use of equipment.

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

4.1.1 Order against Contracts

Purchase orders for snow removal equipment may not be issued prior to vendors responding to storm operation notifications. Purchase orders will be issued after snow removal is completed for each storm and after itemized invoice(s) are received and reviewed/approved by the User Department.

- 4.1.2 Invoices shall be submitted after acceptance of the service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.

- 4.1.3 The using agencies and departments are responsible for monitoring the services and/or products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer.

If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

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4.1.4

ADD-ONS:

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

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added.

The letter shall include the complete description of the item, the location (if applicable), the bid number bid schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

4.1.5

CONTRACT OPERATIONS

Mobilization Fee - Following notice from the City, the successful bidder(s) on items 5.2 (spreader equipment shall mobilize the required equipment. Following inspection by the City, vendor may invoice and be paid for the mobilization fee.

4.1.5.1 **Notification**

- 4.1.5.1.1 To initiate a snow storm operation a designated representative of the Streets Department shall notify the awarded bidders and indicate the types and quantities of equipment to be provided.
- 4.1.5.1.2 Notification by the designated representative may be given by telephone or in any other manner suited to the exigencies of the situation.
- 4.1.5.1.3 The City shall have the option to order equipment during the initial call or contact the vendor within six (6) hours following City's initial call.

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4.1.5.1.4 If the City doesn't call within the six (6) hour allotted time frame, vendor may release equipment without being charged liquidated damages.

4.1.5.1.5 The notification will include the following:

- <> the type of equipment required;
- <> the quantities of equipment required;
- <> the location to which the equipment will report; and
- <> the required reporting time.

4.1.5.2 **District Equipment Ordering**

4.1.5.2.1 For each snow storm the City shall establish the amount of equipment required for each district and so notify the awarded bidder for that district.

4.1.5.2.2 The awarded bidder for that district shall supply the types and quantities of equipment awarded within the time frames specified within the bid.

4.1.5.2.3 Failure of the awarded bidder to supply the types and quantities specified within the bid within the time frames specified shall subject the awarded bidder to liquidated damages.

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.

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- 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 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
 - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.5 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.
- 4.2.6 For delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.7 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 **Invoices/Receipts**
- 4.2.8.1 Successful bidder(s) agrees not to invoice no later than 10 calendar days after the end of each event.

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- 4.2.8.2 Invoices should be sent in triplicate to each ordering department.
- 4.2.8.2.1 One (1) original and two (2) copies of fully itemized invoices).
- 4.2.8.3 Contractor's invoices submitted in the below specified format, will be processed for payment upon City's acceptance and approval of the services performed.
- 4.2.8.4 The successful bidder shall invoice no later than 10 calendar days after the end of each event in the following format. This format shall coincide with your purchase orders:
- 4.2.8.4.1 Number of pieces, kind, and class of equipment in operation;
- 4.2.8.4.2 Location of operation, i.e, district in which equipment is operated;
- 4.2.8.4.3 Dates and hours of work at specified rate per hour;
- 4.2.8.4.4 Bidder shall require any subcontractors to maintain similar records;
- 4.2.8.4.5 Separate invoices shall be rendered for payment upon completion of each request for Snow Removal Service;
- 4.2.8.4.6 The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specified line item is helpful;

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4.2.8.4.7 Invoices submitted will be processed for payment by Finance following receipt of purchase order and completion of each snow removal request;

4.2.8.4.8 All invoice items must be identified by commodity code number.

4.2.8.5 All invoices/receipts for service shall have the signature and payroll identification number of the authorized/designated City personnel at each locale.

4.2.8.6 All invoices MUST show the vendor name, address and Federal Employer Identification Number and Procurement Commodity Code number for each invoiced item.

If this information is not on the invoices, the Streets Department will return them to the successful bidder for this information, in which case your payment may be delayed.

4.2.8.7 Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company as the "pay to."

4.2.9 Payments to OEO Subcontractors

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

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

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

Failure to submit the attached “Prime Contractor’s Payment to OEO Subcontractors' Form” with each invoice may result in rejection of the invoice.

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

- a. All employees performing work under the contract shall be paid the applicable Prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract.

Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.

- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.

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- e. All contractors and subcontractors performing city-work shall automatically file with the Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.
- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices.

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

SEE ATTACHED APPLICABLE WAGE SCHEDULE

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**PREVAILING WAGE RATE SCHEDULE
FOR CONSTRUCTION WORK DONE ON BEHALF OF CITY OF PHILADELPHIA
INCLUDING REPAIR, ALTERATION, AND REMODELING WORK**

I. BUILDING CONSTRUCTION

A. Job Classification and Wage Rates

	Basic Hourly Rate	Fringe Benefits
ASBESTOS WORKER		
Journeyman	\$ 41.39	\$28.00
Handler Level 1	24.22	17.34
Handler Level 2	34.56	17.34
BOILERMAKER	40.08	25.34
BRICKLAYER	35.06	23.65
CARPENTER	39.05	24.64
(as of 5/1/13)	40.50	24.64
(as of 5/1/14)	42.25	24.64
CEMENT MASON	32.55	27.71
DRY WALL FINISHER	34.09	23.87
ELECTRICIAN	48.68	31.06
ELEVATOR CONSTRUCTOR	48.15	21.985
FOOTNOTES FOR ELEVATOR MECHANICS:		

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

GLAZIER	38.35	25.75
IRONWORKER		
Structural & Ornamental	44.70	27.25
Reinforcing (Rodsetter)	38.83	26.00
Rigger & Machinery Mover	36.22	24.63

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	Basic Hourly Rate	Fringe Benefits
LABORER		
Journeyman Class One	25.15	23.00
Journeyman Class Two	25.25	23.00
Journeyman Class Three	25.30	23.00
Journeyman Class Four	25.45	23.00
Journeyman Class Five	25.55	23.00
Journeyman Class Six	25.29	23.00
<i>Journeyman Class Seven</i>	26.40	23.00
Journeyman Class Eight	26.45	23.00
Journeyman Class Nine	26.55	23.00
Journeyman Class Ten	26.70	23.00
Journeyman Class Eleven	26.95	23.00
Lather & Plaster	25.67	23.00
LABORER: ASBESTOS ABATEMENT, LEAD ABATEMENT, TOXIC WASTE HANDLING, HAZARDOUS WASTE HANDLING		
MASTER ABATEMENT TECHNICIAN	26.45	22.85
LANDSCAPE LABORER		
Class I	18.71	21.03
Class II	18.71	21.03
LATHER		
(as of 5/1/13)	39.05	24.64
(as of 5/1/14)	40.50	24.64
(as of 5/1/14)	42.25	24.64
LINE CONSTRUCTION		
<i>Lineman</i>	47.72	20.32
(as of 11/26/2012)	48.79	20.61
Winch Truck Operator	33.40	16.45
(as of 11/26/2012)	34.15	16.65
Line Truck Driver	31.02	15.81
(as of 11/26/2012)	31.71	16.00
Ground hand	28.63	15.17
(as of 11/26/2012)	29.27	15.34

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	Basic Hourly Rate	Fringe Benefits
Watch/Flag Person	20.40	12.96
(as of 11/26/2012)	20.86	13.09
MARBLE SETTER	35.25	22.90
MARBLE FINISHER	29.27	21.02
MILLWRIGHT	36.11	27.99
PAINTER		
Brush & Roller	33.92	21.91
Spray, Steel, & Swing	35.17	21.91
Bridges	45.25	22.04
(as of 11/1/2012)	46.75	22.04
PILEDRIVERMAN	37.60	27.57
PLASTERER	34.70	25.55
PLUMBER	42.93	28.88
POINTER, CAULKER, & CLEANER	36.10	22.75
POWER EQUIPMENT OPERATOR		
Group One	40.43	24.48
(as of 5/1/2013)	40.81	25.55
Group One A	43.43	25.37
(as of 5/1/2013)	43.81	26.44
Group Two	40.18	24.41
(as of 5/1/2013)	40.56	25.48
Group Two A	43.18	25.30
(as of 5/1/2013)	43.56	26.37
Group Three	36.10	23.20
(as of 5/1/2013)	36.48	24.27
Group Four	35.79	23.12
(as of 5/1/2013)	36.17	24.19
Group Five	34.07	22.61
(as of 5/1/2013)	34.45	23.68
Group Six	33.08	22.32
(as of 5/1/2013)	33.46	23.39
Group Seven A	48.51	28.38
(as of 5/1/2013)	48.97	29.66
Group Seven B	48.21	28.30
(as of 5/1/2013)	48.67	29.58

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Basic Hourly Rate

Fringe Benefits

*****TOXIC/HAZARDOUS WASTE REMOVAL*****

Add 20 percent to basic hourly rate for all classifications

ROOFER	31.05	26.95
SHEET METAL WORKER	39.66	33.27
SOFT FLOOR LAYER (Resilient Floor)	39.16	24.86
(as of 5/1/13)	40.71	24.86
(as of 5/1/14)	42.56	24.86
SPRINKLER FITTER	47.15	20.82
STEAM FITTER	46.50	27.13
STONE MASON	35.25	22.90
TERRAZZO MECHANIC	37.05	22.14
TERRAZZO FINISHER (Grinder)	33.31	20.26
TERRAZZO FINISHER (Finisher)	33.06	20.26
TILE SETTER	36.95	22.14
TILE FINISHER	29.77	21.64
TRUCK DRIVER		
Journeyman Class I	27.485	14.4225
Journeyman Class II	27.485	14.4225
Journeyman Class III	27.985	14.4225
WALL COVERER	34.30	21.91
WELDER - Rate for craft to which, welding work is incidental.		

B. Job Classification Definitions: Building Construction

1. Laborer Classifications:

Class One: Strip concrete, dismantle concrete, load, unload, handle and/or transport reinforced steel and steel mesh, carry lumber, handle miscellaneous building materials, operate jack hammers, use paving breakers and other pneumatic tools, build scaffolds, perform raking, handle asphalt, perform spading and concrete pit work, perform grading, perform form pinning or shorting, perform demolition work with exception of burners, lay conduits, lay ducts, perform sheathing or lagging, lay non-metallic pipe, perform caulking.

Class Two: Mason Tender, Power Buggies, Burners on Demolition.

Class Three: Wagon drill operator (single)

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Class Four: Powderman, wagon drill operator (multiple), perform circular caissons excavations, caisson groundman, perform underpinning excavation, perform laborers' work at depth of eight (8) feet or below.

Class Five: Caisson bottom worker.

Class Six: Yard worker.

Class Seven: Trackmen, Brakemen, Groutmen, Bottom Shaft Men, All Other Men in Free Air Tunnels.

Class Eight: Caisson Foreman

Class Nine: Miner Helper, Form Setters.

Class Ten: Miners Bore Driver, Blasters, Drillers, Pneumatic Shield Operator.

Class Eleven: Welders & Burners.

Landscape Laborers:

Class I: Landscape laborer

Class II: Farm tractor driver, hydro seeder, mulched nozzle worker, backhoe operator, bulldozer crawler type loader, tree crane operator.

Laborer - Lather and Plasterer: Wheel and/or hod carry any lather and plaster materials used by lathering and plastering contractors' build scaffolds; build runways; perform clean-up and removal of debris as covered by lathering and plastering contractor's contract; deliver any material used by lathering and plastering contractor, from curbside to building and back, unless motor vehicles are permitted to enter building with required materials; all mortar designated for use by plasterer shall be carried via wheel barrow or hod; all plastering and fire proofing machines, as well as

guns and mixers requiring the assistance of a worker other than plasterer operator, shall be manned by helper (tender).

2. Truck driver classifications

Class I: Helper, stake body truck operator (single axle, dumpster).

Class II: Dump truck operator, tandem truck operator, batch truck operator, semi-trailer truck operator, agitator-mixer truck operator, dump Crete type vehicle operator, asphalt distributor, farm tractor operator (when tractor used to transport materials), stake body truck (tandem) operator.

Class III: Euclid type; off highway equipment back truck operator; belly dump truck operator; double-hitched equipment trailer operator; straddle carrier (Ross) operator; low-bed trailer truck operator.

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3. Power Equipment Operator Classifications - Building

Group One:

Handling steel and stone in connection with erection Cranes doing hook work

Any machines handling machinery

Cable spinning machine

Helicopters

Concrete Pumps (building)

Machines similar to above, including remote control equipment

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group One A:

Handling steel and stone in connection with erection.

Cranes doing hook work

Any machines handling machinery

Concrete Pumps (Building)

High Rail/Burro Crane

Rail Loader (Winch Boom Type)

Group One (A): (cont'd)

All equipment in this group which previously received the hour in lieu of an oiler will receive Wage Group I(A). Equipment in this Wage Group that does not require an oiler.

Machines similar to above, including remote control equipment

Group Two:

All types of cranes

All types of backhoes

Cableways

Draglines

Keystones

All types of shovels

Derricks

Pavers 21E and over

Trenching machines

Trench shovels

Gradalls

Front- end Loaders

Boat Captain

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Hoist with Two Towers
 Building Hoists-double drum (unless used as a single drum)
 Pippin type backhoes
 Tandem scrapers
 Tower type crane operation erecting dismantling jumping or jacking
 Drills self-contained (Drillmaster type)
 Fork lift (20ft. and over)
 Motor Patrols (fine grade)
 Batch Plant with Mixer
 Carryalls, Scrapers, Tournapulls
 Roller (High Grade Finishing)
 Spreaders (Asphalt)
 Bulldozers and Tractors
 Mechanic-Welder
 Conveyor Loaders (Euclid-Type Wheel)
 Concrete Pumps (Heavy Highway)
 Milling Machine
 Bobcat
 Side Boom

Group Two: (cont'd)

Directional Boring Machines
 Vermeer Saw Type Machine (other than hand held)
 Tractor Mounted Hydro Axe
 Chipper with boom
 All Autograde and concrete finishing machines
 Bundle Pullers/Extractors (Tubular)
Machines similar to the above including remote control equipment
 *Surcharge

Group Two (A):

Crawler backhoes and Crawler gradalls over one (1) cubic yard factory rating
 Hydraulic backhoes over one (1) cubic yard factory rating
 Single person operation truck cranes 15 ton and over factory rating
 Cherry picker type machinery and equipment 15 ton and over factory rating, etc.
 Cranes doing hook work will be paid Wage Group I (A).
 All equipment in this Group which previously received the hour in lieu of an oiler will receive Wage Group II (A) including concrete pumps (Heavy/Highway).

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Machines similar to the above including remote control equipment

*Surcharge

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Three:

- Asphalt Plant Engineers
- Conveyors (except building conveyors)
- Well Drillers
- Forklift Trucks of all types
- Ditch Witch (small trenchers)
- Motor Patrols
 - Fine Grade machines
- Rollers
- Concrete Breaking Machines (Guillotine Only)
- Stump Grinder
- High or Low Pressure Boilers
- Building Hoist (single drum)
- Elevator Operator (New Construction)

Machines similar to above including remote control equipment

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Four:

- Seamen Pulverizing Mixer
- Form Line Graders
- Farm Tractors
- Road Finishing Machines
- Concrete Spreaders (Heavy Highway)
 - Power Broom (self-contained)
- Seed Spreader
- Grease Truck

Machines similar to the above including remote control equipment

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Five:

- Compressors
- Pumps

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Well pint pumps
 Conveyors (Building)
 Welding Machines
 Heaters
 Tireman, Power Equipment
 Maintenance Engineers (Power Boats)
 Miscellaneous Equipment
 Operator
 Elevator Operator (Renovations)
 House Car

Machines similar to above including remote control equipment

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Six:

Fireman
 Oilers and Deck Hands (Personnel Boats)/Grease Truck Helpers
 *Surcharge

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

Group Seven (A):

Handling steel and stone in connection with erection
 Cranes doing hook work
 Any machines handling machinery
 Cable spinning machine
 Helicopters

Concrete pumps (Building)
 High Rail/Burro Crane
 Rail Loader (Winch Boom Type)

Machines similar to above, including remote control equipment

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

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Group Seven B:

- All types of cranes
- All types of backhoes
- Cableways
- Conveyor Loader (Euclid-Type Wheel)
- Drag Lines
- Keystones
- All types of shovels
- Derricks
- Pavers 21E and over
- Trench shovels
- Trenching machines
- Gradalls
- Front-end Loaders
- Boat Captain
- Hoist with two towers
- Concrete Pumps (Heavy, Highway)
- Building Hoists-double drum (unless used as a single drum)

Group Seven B: (cont'd)

- Milling Machine
- Mucking Machines in Tunnel
- Pippin type backhoes
- Bobcat
- Tandem scrapers
- Side Boom
- Tower type crane-operation, erecting, dismantling, Jumping or jacking
- Directional Boring Machines
- Vermeer Saw Type Machine (other than hand held)
- Drills self-contained (Drillmaster type)
- Fork Lift (20 ft & over)
- Track or Mounted Hydro Axe
- Motor Patrols (Fine Grade)
- Chipper with boom
- Batch Plant with Mixer
- All autograde and concrete finishing machines
- Carryalls, Scapers & Tournapulls
- Rollers (High Grade Finishing)

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Bundle Pullers/Extractors (Tubular)
 Spreaders (Asphalt)
 Bulldozers and Tractors
 Mechanic – Welders
 Production Switch Tamper
 Ballast Regulators
 Tie Replacer
 Rail/Road Loader
 Power Jack liner
Machines similar to above, including remote control equipment

**Toxic/Hazardous Waste Removal Rate-20 Per Cent Added to All Classifications

II. HEAVY AND HIGHWAY CONSTRUCTION

A. JOB CLASSIFICATION AND WAGE RATES

	Basic Hourly Rate	Fringe Benefits
CARPENTER	\$39.66	\$ 24.44
(as of 5/1/2013)	41.11	24.44
CEMENT MASON	31.35	27.46
ELECTRICIAN	48.68	31.06
IRONWORKERS		
Rigger & Machinery Mover	36.22	24.63
Structural & Ornamental	44.70	27.25
Reinforcing Steel Mesh, Rebar Work	38.83	26.00
LABORERS		
Group One	26.00	22.95
Group Two	26.20	22.95
Group Three	26.20	22.95
Group Four	20.80	22.95
Group Five	26.85	22.95
Group Six	26.90	22.95
Group Seven	26.75	22.95
Group Eight	26.50	22.95
Group Nine	26.35	22.95
Group Ten	26.50	22.95
Group Eleven	26.40	22.95
Group Twelve	28.10	22.95
Group Thirteen	30.13	22.95

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	Basic Hourly Rate	Fringe Benefits
Group Fourteen	26.15	22.95
LANDSCAPING LABORER		
Class I	18.84	20.30
Class II	18.84	20.30
LINE CONSTRUCTION		
<i>Lineman</i>	45.63	19.77
Winch Truck Operator	31.94	16.11
Truck Driver	29.66	15.50
Groundman	27.38	14.89
Watch/Flag Person	19.51	12.78
MILLWRIGHT	36.11	27.99
PAINTERS		
Brush & Roller	33.92	21.91
Spray, Steel & Swing	35.17	21.91
Bridges	45.25	22.04
(as of 11/1/2012)	46.75	22.04
POWER EQUIPMENT OPERATOR		
Group One	40.43	24.48
(as of 5/1/2013)	40.81	25.55
Group One A	43.43	25.37
(as of 5/1/2013)	43.81	26.44
Group Two`	40.18	24.41
(as of 5/1/2013)	40.56	25.48
Group Two A	43.18	25.30
(as of 5/1/2013)	43.56	26.37
Group Three	36.10	23.20
(as of 5/1/2013)	36.48	24.27
Group Four	35.79	23.12
(as of 5/1/2013)	36.17	24.19
Group Five	34.07	22.61
(as of 5/1/2013)	34.45	23.68
Group Six	33.08	22.32
(as of 5/1/2013)	33.46	23.39
Group Seven A	48.51	28.38
(as of 5/1/2013)	48.97	29.66
Group Seven B	48.21	28.30
(as of 5/1/2013)	48.67	29.58

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Basic Hourly Rate Fringe Benefits

*****TOXIC/HAZARDOUS WASTE REMOVAL*****

Add 20 percent to basic hourly rate for all classifications

PILED RIVERMAN	37.60	27.57
STONE MASON	35.25	22.90
TRUCK DRIVER		
Class I	25.90	13.48
Class II	26.00	13.48
Class III	26.25	13.48

B. Job Classification Definitions: Heavy and Highway Construction

1. Laborer Classifications:

- Group One:** Yard workers: (laborer, scale mixerman, burnerman, dustman, feeder).
- Group Two:** General laborer; Asphalt Shovelers; Sheeting, Shoring & Lagging – Laborer; Stone, Granite & Artificial Stone Setting Laborer; Hod Carriers; Scaffold Building; Relief Joint & Approach Slabs; Assembling & Placing Gabions; Pneumatic Tool Laborers; Concrete Forms & Stripping Laborers; Concrete Lumber Material Laborers; Steel & Steel Mesh (carrying & handling); Form Pinner; Mortar Mixers; Pouring & Placing Concrete; Grade Men
- Group Three:** Vibrator Laborers; Finish Surface Asphalt Rakers; Jackhammer Operators; Paving Breaker Operator; Pipelayer & Caulker (all joints up to within 5 feet of the Building Foundation Line); Conduit & Duct Layers
- Group Four:** Flagperson
- Group Five:** Miners
- Group Six:** Welders and Burners.
- Group Seven:** Miner Bore Driver; Blasters; Drillers Pneumatic Shield Operator
- Group Eight:** Form Setters

- Group Nine:** Trackmen; Brackmen; Groutmen; Bottom Shaft Men; All other Laborers in Free Air Tunnels; Underpinning (When an underpinning excavation for a pier hole of five feet square or less and eight feet or more deep is dug, the rate shall apply only after a depth of eight feet is reached, to the men working in the bottom)

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1. Laborer Classifications: (cont'd)

Group Ten: Circular Caissons (Where an excavation for circular caissons are dug eight feet or more below the natural grade level adjacent to the starting point of the caisson hole, at ground level, for the men working in the bottom); Welders, Burners & Air Tuggers

Group Eleven: Powdermen; Multiple Wagon Drill Operator Laborer

Group Twelve: Caisson Laborer Foreman

Group Thirteen: Toxic/Hazardous waste Handler

Group Fourteen: Wagon Drill/Hydraulic Track Drill Operator Laborer

Landscape Laborers:

Class I: Landscape laborer

Class II: Farm tractor driver, hydroseeder, mulcher nozzle worker, backhoe operator, bulldozer crawler type loader, tree crane operator.

2. Power Equipment Operator Classifications - Heavy, & Highway

Group One:

Handling steel and stone in connection with erection Cranes doing hook work

Any machines handling machinery

Cable spinning machine

Helicopters

Concrete Pumps (building)

Machines similar to above including remote control equipment

Group One A:

Handling steel and stone in connection with erection.

Cranes doing hook work

Any machines handling machinery

Concrete Pumps (Building)

High Rail/Burro Crane

Rail Loader (Winch Boom Type)

All equipment in this group which previously received the hour in lieu of an oiler will receive Wage Group I (A). Equipment in this Wage Group that does not require an oiler.

Machines similar to above, including remote control equipment

Group Two:

All types of cranes

All types of backhoes

Cableways

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Draglines
 Keystones
 All types of shovels
 Derricks
 Pavers 21E and over
 Trenching machines
 Trench shovels
 Gradalls
 Front- end Loaders
 Boat Captain
 Hoist with Two Towers
 Building Hoists-double drum (unless used as a single drum)
 Pippin type backhoes
 Tandem scrapers
 Tower type crane operation erecting dismantling jumping or jacking
 Drills self-contained (Drillmaster type)
 Fork lift (20ft. and over)
 Motor Patrols (fine grade)
 Batch Plant with Mixer
 Carryalls, Scrapers, Tournapulls
 Roller (High Grade Finishing)
 Spreaders (Asphalt)
 Bulldozers and Tractors
 Mechanic-Welder
 Conveyor Loaders (Euclid-Type Wheel)
 Concrete Pumps (Heavy Highway)
 Milling Machine
 Bobcat
 Side Boom
 Directional Boring Machines
 Vermeer Saw Type Machine (other than hand held)
 Tractor Mounted Hydro Axe
 Chipper with boom
 All Autograde and concrete finishing machines
 Bundle Pullers/Extractors (Tubular)
 Machines similar to the above including remote control equipment

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Group Two A:

Crawler backhoes and Crawler gradalls over one (1) cubic yard factory rating
 Hydraulic backhoes over one (1) cubic yard factory rating
 Single person operation truck cranes 15 ton and over factory rating
 Cherry picker type machinery and equipment 15 ton and over factory rating, etc.
 Cranes doing hook work will be paid Wage Group I (A).
 All equipment in this Group which previously received the hour in lieu of an oiler will receive Wage Group II (A) including concrete pumps (Heavy/Highway).
Machines similar to the above including remote control equipment

Group Three:

Asphalt Plant Engineers
 Conveyors (except building conveyors)
 Well Drillers
 Forklift Trucks of all types
 Ditch Witch (small trenchers)
 Motor Patrols
 Fine Grade machines
 Rollers
 Concrete Breaking Machines (Guillotine Only)
 Stump Grinder
 High or Low Pressure Boilers
 Building Hoist (single drum)
 Elevator Operator (New Construction)
 Machines similar to above including remote control equipment

Group Four:

Seamen Pulverizing Mixer
 Form Line Graders
 Farm Tractors
 Road Finishing Machines
 Concrete Spreaders (Heavy Highway)
 Power Broom (self-contained)
 Seed Spreader
 Grease Truck
 Machines similar to the above including remote control equipment

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Group Five:

Compressors
Pumps
Well pint pumps
Conveyors (Building)
Welding Machines
Heaters
Tireman, Power Equipment
Maintenance Engineers (Power Boats)
Miscellaneous Equipment
Operator

Group Five (cont'd):

Elevator Operator (Renovations)
House Car
Machines similar to above including remote control equipment

Group Six:

Fireman
Oilers and Deck Hands (Personnel Boats)
Grease Truck Helpers

Group Seven (A):

Handling steel and stone in connection with erection
Cranes doing hook work
Any machines handling machinery
Cable spinning machine
Helicopters
Concrete pumps (Building)
High Rail/Burro Crane
Rail Loader (Winch Boom Type)
Machines similar to above, including remote control equipment

Group Seven B:

All types of cranes
All types of backhoes
Cableways
Conveyor Loader (Euclid-Type Wheel)

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Drag Lines
 Keystones
 All types of shovels
 Derricks
 Pavers 21E and over
 Trench shovels
 Trenching machines
 Gradalls
 Front-end Loaders
 Boat Captain
 Hoist with two towers
 Concrete Pumps (Heavy, Highway)
 Building Hoists-double drum (unless used as a single drum)
 Milling Machine
 Mucking Machines in Tunnel
 Pippin type backhoes
 Bobcat
 Tandem scrapers

Group Seven B cont'd:

Side Boom
 Tower type crane operation, erecting, dismantling,
 Jumping or jacking
 Directional Boring Machines
 Vermeer Saw Type Machine
 (other than hand held)
 Drills self-contained (Drillmaster type)
 Fork Lift (20 ft & over)
 Tractor Mounted Hydro Axe
 Motor Patrols (Fine Grade)
 Chipper with boom
 Batch Plant with Mixer
 All autograde and concrete finishing machines
 Carryalls, Scapers & Tournapulls
 Rollers (High Grade Finishing)
 Bundle Pullers/Extractors (Tubular)
 Spreaders (Asphalt)
 Bulldozers and Tractors
 Mechanic – Welders

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Production Switch Tamper

Ballast Regulators

Tie Replacer

Rail/Road Loader

Power Jack liner

Machines similar to above, including remote control equipment

*Surcharge

3. Truck Driver Classifications:

Class I: Helper, stake body truck operator (single axle, dumpster)

Class II: Dump truck operator, tandem truck operator, batch truck operator, semi-trailer truck operator, agitator-mixer truck operator, dumpcrete type vehicle operator, asphalt distributor, farm tractor operator (when used to transport materials), stake body truck (tandem) operator.

Class III: Euclid type, off highway equipment back truck operator, belly dump truck operator, double-hitched equipment trailer operator, straddle carrier (Ross) operator; lowbed trailer truck operator.

NOTE:

1. Contractors are advised to contact the Philadelphia Labor Standards Unit with any questions regarding job classification, prevailing wage rates, and fringe benefits.

2. Prior to employing apprentices on a public works project, the contractor is required to provide written evidence of employee's registration with a statewide training program recognized by the U.S. Bureau of Apprenticeship and Training (BAT). Contractors shall forward proper documentation for each bona fide apprentice to:

**Philadelphia Labor Standards Unit
Municipal Services Building
1401 John F. Kennedy Boulevard - 5th Floor, Room 530
Philadelphia, PA 19102-1670
Telephone Number: (215) 686-2132
Fax Number: (215) 686-2116**

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PRICE INCREASE OR DECREASE:

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

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

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

or

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

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

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

SECTION 5: PRICING

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

5.1 **SCHEDULE A: REMOVAL EQUIPMENT**

Bidders may submit pricing for one (1) district, some of the districts, or all of the districts. However, to be eligible for award, bidder must submit pricing for all items within a district(s).

5.1.1 **FIRST DISTRICT**

Comprising all that portion of the City west of the Schuylkill River, excluding private roads and Park Drives.

5.1.1.1 **28561 002 020**

Loader, 2 cubic yard buckets or smaller (no pipens). Bidders to bid price per one loader per hour. A minimum of six (6) loaders required.

State Price Per Loader Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.1.1.2 **28561 002 021**

Loader, 2-1/2 cubic yards min. Bidder to bid price per one loader per hour. A minimum of six (6) loaders required.

State Price Per Loader Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

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5.1.3.2 **28561 002 021 03**

Loader, 2-1/2 cubic yards min.
Bidder to bid price per one loader
per hour. A minimum of six (6) loaders
required.

State Price Per Loader Per Hour \$_____

State number of pieces of equipment committed to the
City above the required minimum:_____

5.1.3.3 **28561 002 030 03**

Snow lifting set. Set to consist
of ten (10) tri-axles, 2 loaders
(3 cubic yards or larger bucket), and pickup
with foreman. Bidder to bid price
per one set per hour. A minimum of two (2)
sets required.

State Price Per Set Per Hour \$_____

State number of pieces of equipment committed to the
City above the required minimum:_____

Bidders must provide a unit breakdown price based upon the hourly rate per
set in Para. 5.1.3.3 as follows:

5.1.3.3.1 **20561 002 031 03**
Unit Price per Tri-axle \$_____

5.1.3.3.2 **28561 002 032 03**
Unit Price per 3 Cubic
Yards **OR** Larger Bucket \$_____

5.1.3.3.3 **28561 002 033 03**
Pickup with foreman \$_____

Unit prices when multiplied by the per set quantity/hour (i.e. ten (10)
tri-axles, two (2) loaders - 3 cubic yards or larger and pick up with foreman)
shall not exceed the set price in Para. 5.1.3.3.

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5.1.3.4 **28561 002 040 03**

Pickup Truck with cell phone and operator.
Bidder to bid price per one truck
per hour with cell phone and operator.
A minimum of five (5) trucks with cell phone and
operator required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the
City above the required minimum:_____

5.1.3.5 **28561 002 044 03**

Fifteen (15) pipens are required for the 3rd District.

State Price Per Pipen Per Hour \$_____

State number of pieces of equipment committed to the
City above the required minimum:_____

5.1.3.6 **28561 002 048 03**

Pipen with 73" wide Bucket. A minimum of
Ten (10) required for the 3rd District.

State Price Per Pipen with 73" Bucket Per Hour \$_____

State number of pieces of equipment committed to the
City above the required minimum:_____

5.1.3.7 **28561 002 049 03**

Compact Skid Steer Loader with 23CF Bucket,
pickup Truck and Trailer to tow. Two (2)
are required for the 3rd District.

State Price Per Skid Steer Loader with 23CF Bucket,
pickup Truck and Trailer tow per hour \$_____

State number of pieces of equipment committed to the
City above the required minimum:_____

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5.1.4 **FOURTH DISTRICT**

Comprising all that portion of the City west of the east house line of Broad Street and north house line of Allegheny Avenue, excluding private roads and Park Drives.

5.1.4.1 **28561 002 020 04**

Loader, 2 cubic yard buckets or smaller (no pipens). Bidder to bid price per one loader per hour. A minimum of six (6) loaders required.

State Price Per Loader Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.1.4.2 **28561 002 021 04**

Loader, 2-1/2 cubic yards min. Bidder to bid price per one loader per hour. A minimum of six (6) loaders required.

State Price Per Loader Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

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5.1.4.3 **28561 002 030 04**

Snow lifting set. Set to consist of ten (10) tri-axles, 2 loaders (3 cubic yards or larger bucket), and pickup with foreman. Bidder to bid price per one set per hour. A minimum of two (2) sets required.

State Price Per Loader Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

Bidders must provide a unit breakdown price based up the hourly rate per set in Para. 5.1.4.3 as follows:

5.1.4.3.1 **20561 002 031 04**
Unit Price per Tri-axle \$_____

5.1.4.3.2 **28561 002 032 04**
Unit Price per 3 Cubic Yards **OR** Larger Bucket \$_____

5.1.4.3.3 **28561 002 033 04**
Pickup with foreman \$_____

Unit prices when multiplied by the per set quantity/hour (i.e. ten (10) tri-axles, two (2) loaders – 3 cubic yards or larger, and pick up with foremen) shall not exceed the set price in Para. 5.1.4.3.

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5.1.5.1 **28561 002 020 05**

Loader, 2 cubic yard buckets or smaller (no pipens). Bidder to bid price per one loader per hour. A minimum of six (6) loaders required.

State Price Per Loader Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.1.5.2 **28561 002 021 05**

Loader, 2-1/2 cubic yards min. Bidder to bid price per one loader per hour. A minimum of six (6) loaders required.

State Price Per Loader Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.1.5.3 **28561 002 030 05**

Snow lifting set. Set to consist of ten (10) tri-axles, 2 loaders (3 cubic yards or larger bucket), and pickup with foreman. Bidders to bid price per one set per hour. A minimum of two (2) sets required.

State Price Per Set Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

Bidders must provide a unit breakdown price based upon the hourly rate per set in Para. 5.1.5.3 as follows:

5.1.5.3.1 **28561 002 031 05**

Unit Price per Tri-axle \$_____

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5.1.5.3.2 **28561 002 032 05**
Unit Price per 3 Cubic Yards **OR** Larger Bucket \$_____

5.1.5.3.3 **28561 002 033 05**
Pickup with foreman \$_____

Unit prices when multiplied by the per set quantity/hour (i.e. ten (10) tri-axles, two (2) loaders - 3 cubic yards or larger and pick up with foreman) shall not exceed the set price in Para. 5.1.5.3.

5.1.5.4 **28561 002 040 05**
Pickup Truck with cell phone and operator.
Bidder to bid price per one truck per hour with cell phone and operator.
A minimum of five (5) trucks with cell phone and operator required for the 5th District.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.1.5.5 **28561 002 044 05**
Fifteen (15) pipens are required for the 5th District.

State Price Per Pipen Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.1.5.6 **28561 002 048 06**
Pipen with 73" wide bucket.
A minimum of Four (4) required for the 5th District.

State Price Per Pipen with 73" wide bucket Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 63 74
		FIRM NAME (Must be filled in)	

5.1.5.7 28561 002 049 05

Compact Skid Steer Loader with 23CF Bucket, Pickup Truck and Trailer to tow. Minimum two (2) required for the 5th District. State Price Per Compact Skid Steer Loader with 23CF Bucket, Pickup and Trailer tow Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum: _____

5.1.6 SIXTH DISTRICT

Comprising all the portion of the City north of the north house line of Cottman Avenue excluding private roads and Park Drives.

5.1.6.1 28561 002 020 06

Loader, 2 cubic yard buckets or smaller (no pipens). Bidder to bid price per one loader per hour. A minimum of six (6) loaders required.

State Price Per Loader Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.1.6.2 28561 002 021 06

Loader, 2-1/2 cubic yards min. Bidders to bid price per one loader per hour. A minimum of six (6) loaders required.

State Price Per Loader Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 64 74
		FIRM NAME (Must be filled in)	

5.1.6.3 **28561 002 030 06**

Snow lifting set. Set to consist of ten (10) tri-axles, 2 loaders (3 cubic yards or larger bucket), and pickup with foreman. Bidders to bid price per one set per hour. A minimum of two (2) sets required.

State Price Per Set Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

Bidders must provide a unit breakdown price based upon the hourly rate per set in Para. 5.1.6.3 as follows:

5.1.6.3.1 **28561 002 031 06**
Unit Price per Tri-axle \$_____

5.1.6.3.2 **28561 002 032 06**
Unit Price per 3 Cubic Yards **OR** Larger Bucket \$_____

5.1.6.3.3 **28561 002 033 06**
Pickup with foreman \$_____

Unit prices when multiplied by the per set quantity/hour (i.e. ten (10) tri-axles, two (2) loaders - 3 cubic yards or larger and pick up with foreman) shall not exceed the set price in Para. 5.1.6.3.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 65 74
		FIRM NAME (Must be filled in)	

5.1.6.4 **28561 002 040 06**

Pickup Truck with cell phone and operator.
 Bidder to bid price per one truck
 per hour with cell phone and operator.
 A minimum of five (5) trucks with cell phone and
 operator required for the 6th District.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the
 City above the required minimum:_____

5.1.6.5 **28561 002 044 06**

Fifteen (15) pipens are required for the 6th District.

State Price Per Pipen Per Hour \$_____

State number of pieces of equipment committed to the
 City above the required minimum:_____

5.1.6.6 **28561 002 048 06**

Pipen with 73" wide bucket.
 A minimum of Eight (8) required for the 6th District.

State Price Per Pipen with 73" bucket Per Hour \$_____

State number of pieces of equipment committed to the
 City above the required minimum:_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 66 74
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5.2 SCHEDULE B - SPREADER EQUIPMENT

Bidder may submit pricing for one (1) district, some of the districts, or all of the districts. When a district has more than one item listed, bidder must submit pricing for all items to be eligible for award.

5.2.1 FIRST DISTRICT

Comprising all that portion of the City west of the Schuylkill River, excluding private roads and Park Drives.

5.2.1.1 28561 002 045 01

Truck w/spinner & plow tandem, capable of hauling 17 tons or more of salt. A minimum of 12 trucks is required – 1st District.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the

City above the required minimum:_____

5.2.1.2 28561-002-040 01

Pick up truck with cell phone and operator.
Bidder to submit price for one (1) truck
Per hour with cell phone and operator.
Minimum: 1st District, five (5) trucks required

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the

City above the required minimum:_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 67 74
		FIRM NAME (Must be filled in)	

5.2.1.3 **28561-002-041 01**

Pickup Truck four wheel drive, one (1)
ton with Vee box and plow with cell phone
and operator Minimum
1st District-Twelve (12).

State Price Per Truck Per Hour \$ _____

State number of pieces of equipment committed to the
City above the required minimum: _____

5.2.2 **SECOND DISTRICT**

Comprising all that portion of the City south of the
north house line of South Street between the Delaware
and Schuylkill Rivers.

5.2.2.1 **28561 002 000 02**

Truck w/spinner & plow tandem,
dump 21,000 to 28,000 G.W.
A minimum of 6 trucks is required – 2nd District.

State Price Per Truck Per Hour \$ _____

State number of pieces of equipment committed to the
City above the required minimum: _____

5.2.2.2 **28561 002 045 02**

Truck w/spinner & plow tandem,
capable of hauling 17 tons or
more of salt. A minimum of 6
trucks is required – 2nd District.

State Price Per Truck Per Hour \$ _____

State number of pieces of equipment committed to the
City above the required minimum: _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 68 74
		FIRM NAME (Must be filled in)	

5.2.2.3 **28561 002 040 02**

Pickup truck, four wheel drive with cell phone and Operator. Bidder to submit price for one (1) truck per hour with cell phone and operator – minimum -2nd District -five(5) trucks required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.2.4 **28561 002 041 02**

Pickup truck, four wheel drive, one (1) ton, with vee box and plow, with cell phone and operator-minimum – 2nd district - six (6) required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.2.5 **28561 002 051 02**

Pickup truck with a body of no more than 72 inches wide, not counting mirrors, with a plow no more than 84 inches wide, full width, and no more than 73 inches wide at full angle, with v-box hopper type salt spreader, no less than 0.5 cubic yards (tailgate type spreaders are not acceptable), with cell phone and operator per minimum: 2nd District – twelve (12).

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 69 74
		FIRM NAME (Must be filled in)	

5.2.3 **THIRD DISTRICT**

Comprising all that portion of the City between the Delaware and Schuylkill Rivers north of the north house line of South Street and south of the north house line of Allegheny Avenue.

5.2.3.1 **28561 002 045 03**

Truck w/spinner & plow tandem, capable of hauling 17 tons or more of salt. A minimum – 3rd District - of 12 trucks are required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.3.2 **28561 002 040 03**

Pickup truck, four wheel drive with cell phone and operator. Bidder to submit price for one (1) truck per hour with cell phone and operator. Minimum 3rd District - five (5) trucks required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.3.3 **28561 002 041 03**

Pickup truck, four wheel drive, one (1) ton with vee box and plow with cell phone and operator. Minimum 3rd District six (6).

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 70 74
		FIRM NAME (Must be filled in)	

5.2.3.4 **28561 002 051 03**

Pickup truck with a body of no more than 72 inches wide, not counting mirrors, with a plow no more than 84 inches wide, full width, and no more than 73 inches wide at full angle, with v-box hopper type salt spreader, no less than 0.5 cubic yards (tailgate type spreaders are not acceptable), with cell phone and operator per minimum: 3rd District – ten (10) trucks required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.4 **FOURTH DISTRICT**

Comprising all that portion of the City west of the east house line of Broad Street and north house line of Allegheny Avenue, excluding private roads and Park Drives.

5.2.4.1 **28561 002 000 04**

Truck w/spinner & plow tandem, dump 21,000 to 28,000 G.W. 4th District, minimum 6 trucks.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 71 74
		FIRM NAME (Must be filled in)	

5.2.4.2 **28561 002 045 04**

Truck w/spinner & plow tandem, capable of hauling 17 tons or more of salt. A minimum of ten (10) trucks is required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.4.3 **28561 002 040 04**

Pickup truck, four wheel drive with cell phone and operator. Bidder to submit prize for one (1) truck per hour with radio cell phone and operator. Minimum 4th District-five (5) trucks required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.4.4 **28561 002 041 04**

Pickup truck four wheel drive, one (1) ton with vee box and plow with cell phone and operator. Bidder to submit price for one (1) truck per hour with radio cell phone and operator. Minimum 4th District – six (6) trucks required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.4.5 **28561 002 051 04**

Pickup truck with a body of no more than 72 inches wide, not counting mirrors, with a plow no more than 84 inches wide, full width, and no more than 73 inches wide at full angle, with v-box hopper type salt spreader, no less than 0.5 cubic yards (tailgate type spreaders are not acceptable), with cell phone and operator per minimum: 4nd District – ten (10).

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 72 74
		FIRM NAME (Must be filled in)	

5.2.5 **FIFTH DISTRICT**

Comprising all that portion of the City east of the east house line of Broad Street, north of the north house line of Allegheny and south of the north house of Cottman Avenue, excluding private roads and Park Drives.

5.2.5.1 **28561 002 045 05**

Truck w/spinner & plow tandem, capable of hauling 17 tons or more of salt. A minimum of 12 trucks is required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.5.2 **28561 002 040 05**

Pickup truck, four wheel drive with cell phone and operator. Bidder to submit price for one (1) truck per hour with cell phone and operator. Minimum – 5th District - five (5) trucks required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.5.3 **28561 002 041 05**

Pickup Truck four wheel drive, one (1) ton with vee box and plow with cell phone and operator. Minimum 5th District-Ten (10).

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 73 74
		FIRM NAME (Must be filled in)	

5.2.5.4 **2851 002 051 05**

Pickup truck with a body of no more than 72 inches wide, not counting mirrors, with a plow no more than 84 inches wide, full width, and no more than 73 inches wide at full angle, with v-box hopper type salt spreader, no less than 0.5 cubic yards (tailgate type spreaders are not acceptable), with cell phone and operator per minimum: 5th District – two (2).

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.6 **SIXTH DISTRICT**

Comprising all the portion of the City north of the north house line of Cottman Avenue excluding private roads and Park Drives.

5.2.6.1 **28561 002 045 06**

Truck w/spinner & plow tandem, capable of hauling 17 tons or more of salt. A minimum of 12 trucks is required.

State Price Per Truck Per Hour \$_____

5.2.6.2 **28561 002 040 06**

Pickup truck, four wheel drive with cell phone and operator Bidder to submit price for one (1) truck per hour with cell phone. And operator – Minimum 6th District-five (5) trucks required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T3Z58840	PAGE OF 74 74
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5.2.6.3 **28561 002 041 06**

Pickup truck, four wheel drive, one (1) ton with vee box and plow with cell phone and operator. Minimum 6th District-Ten (10) trucks required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

5.2.6.4 **28561 002 051 06**

Pickup truck with a body of no more than 72 inches wide, not counting mirrors, with a plow no more than 84 inches wide, full width, and no more than 73 inches wide at full angle, with v-box hopper type salt spreader, no less than 0.5 cubic yards (tailgate type spreaders are not acceptable), with cell phone and operator. Minimum: 6th District – two (2) trucks required.

State Price Per Truck Per Hour \$_____

State number of pieces of equipment committed to the City above the required minimum:_____

ATTACHMENT "A"

CONTRACTOR ROSTER

&

SHIFT RECONCILE FORM

**Philadelphia Streets Department-Snow Equipment Contract
 CONTRACTOR ROSTER & SHIFT RECONCILE TABULATION**

Sheet # _____ of _____

Instructions: Contractor to provide form with roster of trucks & drivers at start of each shift. Streets Mgr & Contractor to complete & sign form at end of each shift. All 298's to be attached to form. Fax completed form to Snow HQ at end of each shift (attn: Madeleine Antinucci). Originals, with 298s, should be delivered to MSB, Rm 940 (attn: Scott Helms) the day after storm.

Contractor Name: _____

Operation: Highways _____
 Residential _____

Event: _____ Start Shift (Date/Time) _____ / _____ am / pm Reconciled by Streets Mgr: _____ Date: _____

District: _____ Report Location: _____ cell #: _____ Contractor: _____ (signature) _____ Date: _____

Contractor Foreman: _____ Contractor: _____ (signature) _____ Date: _____

Piece #	Contract Truck Type	Driver Name & Cell #	Sign In (Date & Time)	Sign Out (Date & Time)	Down Time Hours	Hours Charged (w/o travel)	Hours Charged (including travel)
1)			am / pm	am / pm			
2)			am / pm	am / pm			
3)			am / pm	am / pm			
4)			am / pm	am / pm			
5)			am / pm	am / pm			
6)			am / pm	am / pm			
7)			am / pm	am / pm			
8)			am / pm	am / pm			

Comments:

Piece #	Comment:

ATTACHMENT “B”

**SNOW REMOVAL SERVICE
BIDDER PRE-QUALIFICATION
PACKAGE**

INVITATION & BID NO. T3Z58840

**INVITATION & BID NO. T3Z58840
SNOW REMOVAL SERVICE
BIDDER PRE-QUALIFICATION PACKAGE**

To be eligible for consideration of award under this Invitation & Bid No. T3Z58840, Snow Removal Service, bidders must be Pre-Qualified by the City of Philadelphia. Failure to provide the requested information may disqualify bidder's Invitation & Bid Submittal.

This Bidder Pre-Qualification Package must be submitted by Fax, Letter or E-Mail No Later than 4:00 PM on September 24, 2012 to:

City of Philadelphia
Procurement Department
Municipal Services Building, Room 170
1401 J.F.K. Boulevard
Philadelphia, PA 19102 – 1685
Attention: Timothy Vinson

Fax Number: (215) 686-4727

E-Mail: timothy.a.vinson@phila.gov

Part I

Bidder shall provide number and type of Removal Equipment & Spreader Equipment to be utilized during the contract period:

Removal Equipment

A	B	C	D	E	F
Schedule A: Removal Equipment	Description	Total Available D+E+F(etc)	Company Owned	From XYZ Rental	From ABC Subcontractor
Ref: Para. 5.1.2.1	Loader 2CY or smaller				
Ref: Para. 5.1.2.2	Loader, 2-1/2 CY min.				
Ref: Para. 5.1.2.3	Tri-Axles for Lifting				
Ref: Para. 5.1.2.4	Pickup Truck with Cell & Operator				
Ref: Para. 5.1.2.5	Pipens				
Ref: Para. 5.1.2.6	Pipens with 73" Wide Bucket				
Ref: Para. 5.1.2.7	Compact Skid Loader w/ 23CF Bucket, Trailer and Pickup Truck				

Spreader Equipment

A	B	C	D	E	F
Schedule B: Spreader Equipment	Description	Total Available D+E+F(etc)	Company Owned	From XYZ Rental	From ABC Subcontractor
Ref: Para. 5.2.2.1	Truck w/spinner and plow tandems, dump 21,000 to 28,000 G.W.				
Ref: Para. 5.2.2.2	Truck w/spinner and plow tandems 17 tons				
Ref: Para. 5.2.2.3	Pickup Truck Four wheel Drive with Cell & Operator				
Ref: Para. 5.2.2.4	Pickup Truck four wheel drive 1 ton V- Box				
Ref: Para. 5.2.2.5	Pickup Truck, with Plow, with V-Box, with Cell and Operator				

Part II

Bidder shall state List of Districts (By Number) on which they will be placing a quotation:

Part III

Bidder shall state where Equipment is located:

Part IV

All tri-axes must include seating with seat belts for one Street Department employee (acting as an inspector). If not, a separate vehicle (4 wheel drive pick-up or equivalent) must be provided for each such employee at no additional cost to the City. Vendor must state how it intends to meet this requirement.

Failure to provide written verification concerning this requirement will be cause for disqualification from this Invitation and Bid.

Part V

Bidders shall provide listing of Subcontractor(s) to be used during the contract period. This list should include Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) that Bidder intends to subcontract a portion of the services¹:

¹ Bidders are required to submit, with their Bid, an Economic Opportunity Plan, demonstrating their Best and Good Faith Efforts to commit 2-5% of their Bid with MBEs and/or WBEs.

Part VI

Bidders shall provide Location of Maintenance / Repair Facility to be utilized during the Contract period:

Part VII

Bidders shall provide List of previously completed snow removal contracts within the past Three (3) years:

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
Te. 215 686 6365**

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

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 states as the Bid opening.
- Note the City Anti-Discrimination Policy or Economic Opportunity Plan (EOP). If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- 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 the 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 **\$10.00 fee, company check or money order only, no personal checks or cash, 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.

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:

- Company 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

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2012 – June 30, 2014

(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 \$30,000 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 \$30,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2012 to June 30, 2014**, complete the enclosed application and return it with a check for **\$200.00**. 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**" 2012 – 2014 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: _____

E Mail Address: _____

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

A. Check payable to the City of Philadelphia in the amount of \$200.00 for 7/1/12 to 6/30/14
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

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
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 – \$ 99,999.99	\$ 500.00
\$100,000.00 – \$249,999.99	\$2,000.00
\$250,000.00 – \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 – \$ 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE

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

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

EVALUATION AND AWARD

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$30,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the Contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$30,000. If the amount of the contract to be awarded is greater than \$30,000 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal,

state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

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

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

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

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

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

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

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

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

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

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

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

TAX MATTERS

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 31 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 10-102 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

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

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting

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

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

The bidder expressly understands and agrees that any

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

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Sections 17-1302(5) and 17-1303 and if this is a Service Contract, as defined in Code Section 17-1302(9), Contractor shall comply with the minimum compensation standards by providing to those employees 1) an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300, 2) to the extent the Contractor provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Contractor; and 3) provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2). By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Managing Director's Office (MDO) may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

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

31. EQUAL BENEFITS. If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of \$250,000, Contractor shall, for employees who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the

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Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

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

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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 \$30,000, 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)