

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

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

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

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

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

Company Name	Address	Certification Status (MBE, WBE or DSBE)	Type of Work/Supply Effort
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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: **Helicopter**

1.2 CONTRACT TYPE: **FIRM LIMIT**

1.3 METHODOLOGY OF ACQUISITION: Purchase only.

1.4 STATEMENT OF DIRECTION:

It is the intent of the City of Philadelphia to make an award for **Helicopter** for the Philadelphia Police Department as specified herein.

1.5 BID SECURITY

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

All bids submitted with a total greater than \$32,000.01 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for July 1, 2013 to June 30, 2014 are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

1.5.2 **Bids Opening July 1, 2013 through June 30, 2014**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2013 - June 30, 2014** by submitting a check in the amount of **\$140.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

1.5.3 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

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1.6 BID INFORMATION:

- 1.6.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.6.2 Information provided verbally by any City official shall not be binding or relevant.

1.7 BID SUBMISSION:

- 1.7.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.7.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.7.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.7.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.7.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.7.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$32,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract".

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1.7.7 CONTACT PERSON:

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____) _____ Ext.: _____

Fax No. (_____) _____

E-mail address _____

Vendor's WEB address _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____) _____ Ext.: _____

Fax No. (_____) _____

E-mail address _____

Vendor's WEB address _____

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1.7.8 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 Sonia Lee, Procurement Department, Director of Services, Supplies, and Equipment at sonia.lee@phila.gov no later than September 2, 2013 or these issues may not be considered. All questions concerning this bid must be submitted in writing via email or fax (fax # 215-686-4727). The City will respond to questions it considers appropriate to the bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question or amend any question(s). If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. 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. No oral response to any Applicant question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

1.8 BIDDER QUALIFICATION:

- 1.8.1 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. Bidder to submit a copy of Federal Aviation Administration (FAA) Certification with bid.

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

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SECTION 1:

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

Firm Name: _____

Contact Name: _____

Phone No.: _____

Type Work: _____

Years dealing w/your firm: _____

SECTION 2:

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

Dept. Name: _____

Contact Name: _____

Phone No.: _____

PO#/Contract#: _____

Items: _____

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SECTION 2: SPECIFICATIONS

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's **POLICE DEPARTMENT, AVIATION UNIT a HELICOPTER via PORT SECURITY GRANT** Sections 2 and 5 of this Invitation and Bid.

2.2 **SPECIFIC REQUIREMENTS**

2.2.1 INTENT

The following specifications are intended to describe the type, size, quantity, quality, and performance capabilities of new helicopters to be operated in law enforcement operations by the Philadelphia Police Department. Bids will be considered based on the purchase cost and according to compliance with specifications, all described herein.

The specifications for the helicopter contained in the Invitation and Bid are written around the functional requirements of the Philadelphia Police Departments Aviation Unit, and the City of Philadelphia, and are not intended to designate a specific manufacturer or model.

Ref: EUROCOPTER AS350B, 2013 model or newer or approved equal

2.2.1.1 **"OR APPROVED EQUAL"**

The mention in the specifications of equipment or material by brand name or by such specified description of the same as is hereby made, is intended to convey to the bidder's understanding, the degree of excellence required. Any article, equipment, or material which will conform to the standards and excellence so established, and is of equal merit, strength, durability and appearance to perform the desired function, and are in service with other major police departments in the United States. The Bidder is deemed eligible for offer as a substitute. The qualifications of the offering will be judged as to their conformance with these specifications. Any equipment offered other than herein specified will be subject to a competitive demonstration and evaluation by the using department. This demonstration is to be provided on request within ten (10) working days after the receipt of bids. The result of that demonstration and evaluation will be of prime importance in the recommendation to the governing body for the final contract award.

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2.2.2 **MODIFICATIONS**

The model helicopter offered for purchase must incorporate all modifications currently in effect for current production of that model at that time of request for bid response. Any anticipated modifications must be listed on company letter head and included with the bid response along with estimated costs to accomplish the modification.

2.2.3 **CERTIFICATION**

The helicopter must have a standard airworthiness certificate issued by the Federal Aviation Administration at the time of vendor's bid submission and awarded vendor's delivery of aircraft. All installed equipment and accessories must have Federal Aviation Administration approval and have no negative impact on the standard airworthiness certificate.

2.2.4 **AIRWORTHINESS DIRECTIVES**

All current airworthiness directives must be complied with at the time of delivery. Any anticipated airworthiness directives must be listed on company letter head and included with the bid response along with estimated costs associated with their compliance. Any recurring airworthiness directives shall be noted as to the efforts ongoing by the manufacturer to provide a remedy.

2.2.5 **EMPTY WEIGHT AND USEFUL LOAD (INTERNAL AND EXTERNAL)**

All requests for bid response shall include the helicopter's estimated empty weight and the estimated internal and external useful loads based on the installation of all equipment as specified herein, must be listed on company letter head and included with the bid response.

2.2.6 **BASIC HELICOPTER**

Any equipment, capabilities, or provisions provided on a basic equipped helicopter of the make and model offered by the bidder shall be incorporated on the helicopter offered for purchase without regard to whether or not the equipment, provision, or capability is specified herein.

2.2.7 **VENDOR REQUIREMENTS AND STANDARDS**

2.2.7.1 All equipment shall be new and not used, refurbished, and/or overhauled.

2.2.7.2 The vendor shall ensure that all work, installations, and necessary documentation are performed to Federal Aviation Administration standards, maintaining the Standard Airworthiness Certificate of each helicopter.

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2.2.8 **WARRANTY/MAINTENANCE**

The helicopter and all additional airframe equipment (added equipment) provided by the manufacturer/vendor shall have a warranty for the repair or replacement of parts of not less than 1,000 flying hours or twenty-four months, whichever occurs first, after acceptance of the helicopter by the Philadelphia Police Department.

2.2.9 **TYPE OF OPERATION SPECIFICATIONS**

The helicopter must hold certification from the Federal Aviation Administration of the United States of America for day visual flight rules (VFR) and night visual flight rules (VFR) for operations in non-icing conditions at the time of order.

2.2.10 **PERFORMANCE SPECIFICATIONS**

The following performance specifications are necessary for the variety of missions conducted by the Philadelphia Police Department Helicopters.

2.2.10.1 **Range**

The helicopter (as equipped at the basic price) must have a maximum range of not less than 300 nautical miles.

2.2.10.2 **Speed**

The helicopter (as equipped at basic price) high speed cruise, at maximum internal gross weight at sea level, standard conditions, may not be less than 133 knots indicated air speed.

2.2.10.3 **Weight**

For purposes of this subparagraph, weight is based on a standard equipped helicopter. The internal useful load of the helicopter may not be less than 2,200 pounds.

2.2.10.4 **Hover Ceiling, Out of Ground Effect**

At maximum internal gross weight, standard atmosphere, the helicopter must have an out of ground effect hover ceiling of not less than 7, 550 feet.

2.2.11 **ENGINE**

The helicopter shall be equipped with the latest production version of a gas turbine engine capable of:

2.2.11.1 Takeoff power of at least 700 shaft horsepower

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2.2.11.2 The scheduled overhaul cycle of this engine may not be less than 2800 hours and must not include any scheduled hot section inspection, which requires engine disassembly or replacement of turbine wheels, under normal conditions, prior to the 2800 hour overhaul cycle.

2.2.11.3 The engine shall be capable of operation using Jet A, Jet B, or JP4 fuel.

2.2.12 ROTOR SYSTEM

2.2.12.1 The main rotor system design shall incorporate a blade flapping restriction design or device to assure maximum blade-to-ground clearance during stops and starts conducted in high wind.

2.2.12.2 The helicopter shall be equipped with rotor brake capable of stopping the rotor system on shutdown in a minimum amount of time.

2.2.12.3 The helicopter must use a tail rotor for anti-torque control and the tail rotor blades shall be of all metal and/or composite construction.

2.2.12.4 The main rotor blades shall be of all metal and / or composite construction. The blades must be "folding" as this is the only way that the aircraft are able to be stowed in our current hangar.

2.2.12.5 There shall be a low and high rotor warning system.

2.2.13 COCKPIT/CABIN

2.2.13.1 The cockpit/cabin will be equipped with seating for the pilot, copilot, and not less than four forward-facing passengers. Pilot and copilot seats shall have fore and aft adjustment capability via seat rail locking positions.

2.2.13.2 The interior shall be of Federal Aviation Administration approved fabric on all seats and back cushions (standard utility) with utility floor covering.

2.2.13.3 Inertia reel shoulder harnesses shall be provided for all seats.

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- 2.2.13.4 The cabin must be heated by a non-combustion type heater (Bleed air allowed).
- 2.2.13.5 All passenger and/or crew doors, baggage doors, and fuel caps shall be equipped with exterior key operated locks.
- 2.2.13.6 The cabin design shall be such that the flight crew compartment and the passenger compartment are one continuous compartment (not divided into two separate compartments). Configuration shall be such that there is unobstructed access from pilot/copilot seats to the rear for access to the Chemical, Biological, Radiological, Nuclear and high- yield Explosives (CBRNE) detection equipment, rescue equipment, photography equipment, and other devices needed to provide police aerial police services.
- 2.2.13.7 The floor of the crew/passenger compartment shall be level from doorframe to doorframe.
- 2.2.13.8 The rear seats and seat supports shall be removable or stow away so as to provide a flat floor cargo area from aft of the pilot and copilot seats to the aft bulkhead of the cabin.
- 2.2.13.9 The cockpit shall be equipped with a Night Vision Goggle (NVG) compatible Vehicle and Engine Multifunction Display (VEMD). This display shall at a minimum indicate turbine outlet temperature, percentage of gas producer output used, torque, engine oil temperature, engine oil pressure, fuel quantity, electrical system voltage and amperage, and first limiting factor with aural warning.
- 2.2.13.10 The cockpit shall be equipped with warning lights for low engine oil pressure, generator failure, impending fuel filter by-pass, high transmission oil temperature, low transmission oil pressure, hydraulic systems failure, fuel pressure, and low fuel level.
- 2.2.13.11 Magnetic chip detectors and associated cockpit warning indicators shall be supplied for the transmission, tail rotor gearbox, and engine.
- 2.2.13.12 The cockpit shall be equipped with a magnetic compass.

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2.2.14 **ELECTRICAL SYSTEM**

2.2.14.1 An aircraft type 28-volt direct current (DC) system shall be installed with sufficient capacity to continually and safely operate all equipment specified herein.

2.2.14.2 A standard aircraft type external power receptacle and associated wiring and hardware shall be installed to provide electrical power for ground operation of electrical equipment and to provide for starts using ground power units and/or battery carts.

2.2.14.3 The electrical system shall be capable of hauling electrical loads associated with the simultaneous operation of the installed equipment.

2.2.15 **AIRFRAME EQUIPMENT**

Basic Aircraft

The basic aircraft, as delivered from the manufacturer (prior to completion), shall be equipped as follows:

2.2.15.1 Provide left-hand and right-hand sliding doors with high visibility window.

2.2.15.2 Provide a cabin heating and demisting circuit.

2.2.15.3 Provide high skid landing gear.

2.2.15.4 Provide a full length boarding steps.

2.2.15.5 Provide energy attenuating seats - pilot and copilot.

2.2.15.6 Provide a collective activated hour meter.

2.2.15.7 Provide a rotor brake.

2.2.15.8 Provide wire strike protection system fixed parts.

2.2.15.9 Provide extended seat rails - pilot and copilot.

2.2.15.10 Provide a light emitting diode (LED) anti-collision and position lights.

2.2.15.11 Provide a 150 amp direct current starter/generator.

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2.2.15.12 Provide a Flight Data Monitoring System.
Ref: Vision 1000 or approved equal

2.2.15.13 Paint as per the Philadelphia Police Departments request.

2.2.15.14 Provide an Aft Baggage Door Mod.

2.2.15.15 Provide a LH Forward Cockpit Door with "Full View" window for tactical flight officer (TFO.)

2.2.15.16 Provide full length carbide skid shoes.

2.2.15.17 Provide dual flight controls.

2.2.15.18 Provide a supplemental type certificate (STC) for the Tyler Mounts.

2.2.15.19 Provide hoist outreach to clear landing gear

2.2.15.20 STANDARD AVIONICS

2.2.15.20.1 Provide an altitude encoder.
Ref: Shadin 8800T or approved equal

2.2.15.20.2 Provide an emergency locator transmitter (ELT).
Ref: Kennad 406AH-F or approved equal

2.2.16 Pilot Training

The helicopter manufacturer shall provide training for four pilots, including ground and flight training, per helicopter. The factory flight school must consist of academic and practical portions of training and a fully functional flight simulator or actual training on the same type of helicopter as is being purchased. All initial training will be conducted at the manufacturer's facility. The successful bidder shall incur all expenses for lodging, meals, and transportation (via air if over 125 miles one way). Pilot training will be completed before the delivery date.

2.2.17 AIRCRAFT MOVEMENT

The successful bidder shall be responsible for aircraft movements as is necessary during completion, including delivery to "Police Department, Aviation Unit, Philadelphia Northeast Airport (PNE).

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2.2.18 **MISSION EQUIPMENT**

- 2.2.18.1 Provide an electrical hoist (300 lb.)
- 2.2.18.2 Provide a FLIR/Thermal Camera to include a public address system and digital recorder.
Ref: FLIR Star SAFIRE 230-HD or approved equal
- 2.2.18.3 Provide a moving map/navigation system.
Ref: Aerocomputer UC-5100 or approved equal
- 2.2.18.4 Provide a spotlight.
Ref: Spectrolab SX-16 nightsun or approved equal
- 2.2.18.5 Provide a Navigation/Communication must be compatible with current Police radio system.
Ref: Garmin GNS430W or approved equal
Refer to Attachment I
- 2.2.18.6 The City of Philadelphia will provide both the LOJACK and Down-Link system as Customer Furnished Equipment (CFE) for installation.

The LOJACK does not require an identifier. The Down-Link system is:

Transmitter: NuComm channel master TX-7,
 part #900-CM7S7L-001
Control Unit: NuComm, Part #690-00044-70A
Antenna: Colliunear Omni, part #C0675-4.5FF

Note: The Law enforcement radios are not "Customer Furnished Equipment" (CFE). The radios to be installed will either be the Technisonic TDFM 7000 or 9000 series. Specific model will be forthcoming pending compatibility confirmation with Motorola.

2.2.19 **MEETINGS AND INSPECTIONS**

- 2.2.19.1 **PRE-CONSTRUCTION MEETING**
Provide a pre-construction conference, for four (4) City representatives, at the manufacturer's factory prior to the acquisition of any major components being locked in.

The successful bidder shall incur all expenses for lodging, meals, and transportation (via air if over 125 miles one way; direct flights if available).

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2.2.19.2 MID-PRODUCTION, INSPECTION
 Provide an inspection trip for four (4) City representatives, at the manufacturer's factory to inspect the installation of major components to include wiring and shall also be used as the second milestone payment inspection.

The successful bidder shall incur all expenses for lodging, meals, and transportation (via air if over 125 miles one way; direct flights if available).

2.2.19.3 FINAL INSPECTION
 Provide an inspection trip for four (4) City representatives, at the manufacturer's factory to inspect final build.

The successful bidder shall incur all expenses for lodging, meals, and transportation (via air if over 125 miles one way; direct flights if available).

2.2.19.4 THIRD PARTY INSPECTION
 Provide as part of this bid a budgeted amount of \$45,000.00 to be used for a third party inspector, of the City of Philadelphia's choice, to perform inspections at the City's request during the construction of the unit. Third party inspector shall also be in attendance for all visits as described in Section 2.2.20, Pre-construction and Inspections.

The third party inspector shall act in place as City's designee during field inspection and together with City representative on inspection trips. The third party inspector shall be responsible to provide all expenses for travel, lodging, food and time to awarded vendor.

Awarded vendor shall be responsible to reimburse third party expenses, keeping an accurate record and original copies of all expense records copies of the expenses shall also be provided to the city. At completion of the project provide an invoice with original expense records attached for reimbursement up to the dollar amount spent. A mark up of 5% shall be allowed. All unused funds shall be credited back to the city.

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2.3 In Section 5 "Pricing", vendor shall submit an Each (EA) price for all items listed therein. Bidder shall submit pricing on items indicated plus all options. Quoted prices must not contain more than three (3) decimal places.

41910-000-001

Helicopter Qty 1 (EA)

2.4 DELIVERY INSTRUCTIONS:

Department will contact vendor with delivery instructions.

All Invoices Against This Purchase Order Should Be Mailed To:

Police Department, Finance Office
Purchasing Unit
700 Race Street, Room 307
Philadelphia, PA 19106

Delivery of Helicopter is to be provided no later than May 31, 2014.

Acceptance and Delivery of Helicopter includes and is not limited to: required meetings, inspections and training. Acceptance and Delivery of Helicopter is to be provided no later than May 31, 2014.

2.5 The Sub-grantee must follow the standards identified in the Buy America Act, 41 U.S.C 10a -10d. The Buy America Act requires that all supplies and construction materials purchased be produced in the United States, unless such materials are not reasonably available, or such a purchase would not be in the public interest. Sub-grant recipients must follow the Federal Acquisition Regulations implementing the Buy America Act 48 C.F.R Part 25.

Any payments made to the contractor, which should have not been made, shall be recoverable directly from the contractor. In addition to the withholding of payments, any person who willfully violates any of the provisions of the Buy America Act, may be prohibited by the City of Philadelphia from participation in contracts awarded by the City of Philadelphia for a period of three years from the date of the determination that violation.

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

3.1.1 Bid will be evaluated by the Procurement Department.

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

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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)

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

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

3.2 AWARD

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s). Only vendors who attended the Mandatory pre-bid meeting for S4YQ0600 on August 8, 2013 shall be eligible for award.

3.2.2 This Invitation and Bid shall be awarded in the amount of the total amount of bid for the items plus a 5% contingency amount to allow and provide for technological changes, improvements or amplifications as the result of the pilot inspection, etc.

3.2.3 Performance Security

If the total award amount exceeds \$500,000, the Master Performance Security Program 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.

If the total award amount is \$500,000 or less, bidders attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract", for the required Performance Security.

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

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

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

3.2.5 Insurance

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

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

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

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SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

Upon contract conformance of a Firm Limit bid, the Procurement Department shall apply the department's requisition against the contract and issue a purchase order for product and/or service awarded.

4.1.1.1 The purchase order will be issued for unit and price not including contingency.

4.1.1.2 If during the production process the City identifies a need, the City will issue a change order. The total of the original purchase order and the change orders cannot exceed the contract total.

4.1.2 Invoices submitted shall be processed for payment upon the City's acceptance of the subject vehicle or equipment.

4.1.3 The using agencies and departments are responsible for monitoring the products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

4.2 VENDOR RESPONSIBILITY

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

4.2.2 Contractor may deliver only a unit(s) or equipment at the prices quoted and the quantities reflected in the contract.

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

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

4.2.4 Should unit(s) 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.

4.2.4.1 Liquidated Damages For Late Deliveries

These specifications shall be subject to the following contractual provisions:

- (1) Time is an essential element of this agreement and Seller agrees that deliveries of items in condition satisfactory to the Procurement Commissioner shall be completed as provided on the day(s) specified pursuant to the delivery schedule contained in specifications.
- (2) For each and every day the unit is late, in accordance with the delivery schedule, the Procurement Commissioner may deduct from the monies due or becoming due Seller the sum per day per undelivered vehicle specified in the bid as liquidated damages to compensate Buyer for its damages arising out of delay in delivery. The number of days of default shall be computed as including the day of default through to but not inclusive of the day when delivery is made. Provided, however, as to item delivered but rejected, the item shall be considered as non-delivered from the date on which the vendor is notified of rejection until the date the item is re-delivered.
- (3) The term "unit" as used above shall refer to each unit, trailer, or other unit of equipment awarded to the bidder.
- (4) Notwithstanding the above provisions Seller shall not be liable for liquidated damages for delays in delivery caused by Acts of God, acts of public enemy, acts of government, quarantine restrictions and general strikes throughout the industry or freight embargoes not caused by or participated in by Seller.

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- (5) Resort to liquidated damages provision by Buyer shall not preclude by Buyer from resorting to other available remedies for subsequent or continuing breaches by Seller.
- (6) Liquidated damages will be in the amount of \$500.00 per calendar day per unit that delivery of each vehicle exceeds the delivery schedule stated.

4.2.5 Successful bidder(s) will invoice after delivery and acceptance of vehicle(s) or equipment by the City to the address shown on purchase order.

4.2.6 At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.

4.3 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)

Unit pricing quoted below will prevail in case of any discrepancy(ies) between unit price and the extended amount and will be the determining factor in establishing applicable contract amount(s)/award.

	QTY	UNIT	UNIT PRICE	AMOUNT
5.1 41910 000 001 Helicopter	1	EA	\$_____	\$_____

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

Attachment I

NVG Compatible Flight Instruments

Item Requested	Brand	Model Number	Specification
Attitude Indicator	AIM 1100	ADII100-28LS	3"
Electrical Turn/Slip Indicator			2"

Garmin GNS 430 Based Navigation and Communication System (NVG Compatible)

Item Requested	Brand	Model Number	Specification
NAV/COM GPS	Garmin	GNS430	
NAV/COM #2	Bendix King	KX165A-60	
TCAS	Avidyne	TAS610	
Air Data Computer	Shadin		
TAS On/Off Switch	Korry		
Traffic Mute Switch			Cyclic Mounted
Compass System	Bendix King	KCS55A-01	
Directional Gyro	Bendix King	KG102-A	
Flux Valve	Bendix King	KMT112	
Slave Control	Bendix King	KA51B	
H-S-I	Bendix King	KI52A	
NAV/GPS Switch			Mounted on Instrument Panel
Radar Altimeter and Indicator	Bendix King	KRA40B-13	
Transponder	Garmin	GTX 330	
Audio Panel for Pilot	NAT	AA95	
Audio Panel for Co-Pilot	NAT	AA95	
Co-pilot/TFO			Footswitch
Coil Cords for Rear Passenger Seats			4 Each
Radio Master Relay	Leach Int'l	H-A10N	
FM Communication System	Technisonics	TDFM 7000/9000	
TAC Radio Inhibit Switch	Aerospace Optics	LAD-42-14-ND-E	
TAC Radio Inhibit Relay	NAT	RS12-020	
DC Outlet (2)			24 Volt, Location TBT
DC Converter			28 Volt to 14 Volt

Appendix A

Contract Provisions

All contracts, awarded under the PSGP-VII Supplemental including small purchases, shall contain the following provisions as applicable:

1. Equal Employment Opportunity - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)- All contracts and subgrants in excess of \$2000 for construction or repair awarded by Maritime Exchange, Sub-grantees and contractors shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)- All construction contracts awarded by the Maritime Exchange, Sub-grantees and contractors of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor shall be placed in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)- Where applicable, all contracts awarded in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Maritime Exchange in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended- Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors who apply or bid for an award of \$150,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Maritime Exchange.

8. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

ADDENDUM TO CONTRACT
SUPPLEMENTAL TERMS AND CONDITIONS FOR PSGP FUNDED CONTRACTS
SUBJECT TO COMPETITIVE SEALED BID BY CITY'S PROCUREMENT
DEPARTMENT

Background

The City of Philadelphia (the "City") has entered into a certain grant agreement (the "Grant Agreement") with the Commonwealth of Pennsylvania (the "Commonwealth") or the federal government to carry out services and/or provide materials specified therein pursuant to the PSGP, subject to certain terms and conditions. This Contract is funded in whole or in part with funds received by the City under the Grant Agreement, under and subject thereto. In carrying out services and/or providing materials funded with PSGP funds under this Contract, Contractor shall comply with all applicable provisions of the Grant Agreement, a copy of which is incorporated herein and made a part hereof by reference and any Applicable Law(s) referenced therein to the extent applicable. Copies of the full Grant Agreement are available upon request.

1. **Definitions.** The following definitions shall apply to this Addendum:

- A. "PSGP" means the Port Security Grant Program
- B. "PSGP Funds" means funds expended or obligated from appropriations authorized by the PSGP.
- C. "Authorized Parties" has the meaning set forth in Paragraph 5 of this Addendum.
- D. Capitalized terms not defined in this Addendum shall have the meaning attributed to them in the General Provisions.

2. **Prohibition on Use of PSGP Funds.** Contractor, for itself and its Subcontractor(s), agrees that no PSGP funds paid to Contractor under this Contract shall be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or for any other item, or activity prohibited by the PSGP.

3. **Prohibition Against Misuse of Funds, Dishonest Practices and other Forms of Misconduct.** Contractor agrees, for itself and any Subcontractor(s) engaged by Contractor, that the following best practices and ethical standards shall govern the performance of work and the provision of any services or materials under this Contract:

(A) All compensation paid under this Contract shall only be used to reimburse for actual, bona fide work, services or materials authorized by, and provided pursuant to this Contract or any Amendment thereto.

(B) All payments made by Contractor to any Subcontractor(s) or other entities in any way related to this Contract shall be made only for bona fide services or materials provided in the ordinary course of such Subcontractor's business and shall be supported by invoices and related documentation. Such invoices shall provide sufficient detail to determine the nature, scope or quantity of the services or materials. Subject to prior City approval, Contractor may utilize brokers or middle persons to arrange for work, services, supplies, goods, materials or equipment in furtherance of this Contract; however Contractor shall not utilize any brokers or middle persons that are not acting in the ordinary course of their bona fide ongoing business

concerns in brokering such services or materials. Contractor shall inform all Subcontractors and other entities receiving payments under this Contract that such payments will be publicly disclosed and will be subject to possible investigation and audit as provided in Paragraph 5 of this Addendum.

(C) Contractor will adhere to the highest standards of ethics, transparency and accountability in the performance of this Contract and will make best efforts to ensure that such standards are upheld by Contractor's principals, directors, employees, Subcontractors and agents. Contractor will immediately report any suspected acts of fraud, corruption, abuse, conflict of interest, bribery or similar misconduct involving PSGP funds under this Contract to the Inspector General of the City of Philadelphia. By way of illustration and not in limitation of the ethical standards to be upheld in the performance of this Contract, the following are examples of conduct that will be considered in violation of such standards:

- (i) Attempts to bribe City employees or officials;
- (ii) Submission of inflated or otherwise fraudulent invoices;
- (iii) Falsification of any documents or records related to this Contract;
- (iv) Fraud by Contract personnel to gain business advantage;
- (v) Collusive purchasing practices by personnel on this Contract;
- (vi) Theft or embezzlement of City funds by Contract personnel;
- (vii) Use of Contract funds to pay ghost employees or ghost Subcontractors;
- (viii) Contractor collusion with City employees or officials;
- (ix) Actions that constitute a false claim under the U.S. False Claims Act, 31 U.S.C. Section 3729 *et seq.*

4. **Reporting Requirements / Maintenance of Records.** Contractor understands and acknowledges that the City must comply with all current and future reporting requirements established by the PSGP and federal or Commonwealth of Pennsylvania agencies having jurisdiction over PSGP Funds. Contractor agrees that it will cooperate with the City and provide to the City the data and information necessary to comply with PSGP, Port Security Grant Program as well as, in addition, any other information requested by the City.

5. **Investigation, Audit and Access to Records.** Contractor acknowledges and agrees that the Commonwealth of Pennsylvania, the United States Comptroller General or representative, the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978, the Inspector General of the City of Philadelphia, the Chief Integrity Officer of the City of Philadelphia and/or their designees, Maritime Exchange for the Delaware River and Bay, or any other person appointed by the Mayor of the City of Philadelphia to a position relating to the promotion and assurance of integrity, ethics, transparency and accountability in the City's contracting process ("Authorized Parties") shall have the same rights of investigation and access to Contractor's records as are set forth in the Contract pertaining to Contractor's obligations to maintain and provide access to contract-related documents. Contractor shall fully cooperate with any investigation related to this Contract initiated by any of the Authorized Parties. By way of supplementation and not in limitation of these rights, the investigative, audit and review rights and privileges held by the Authorized Parties in fulfilling their responsibilities to promote integrity in the City's contracting process shall include the

following: (A) Access to any records of Contractor, or those of its Subcontractors, and any state or local agency administering this Contract that pertain or relate to this Contract; and

(B) Access to interview any officer, director, employee or agent of the Contractor or any of its Subcontractors, at their place of employment or at such other reasonable location as the Authorized Parties shall determine.

6. **Invoice Retention.** In addition to any records retention requirement otherwise provided in the Contract, Contractor shall maintain all invoices related to this Contract for a period of five (5) years following expiration or termination of this Contract. Such invoices shall provide sufficient detail to determine what the Contractor has purchased and the scope or quantity of the services or materials. However, if any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the invoices shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the invoices shall be retained for such longer period.

7. **Events of Default.** In addition to Events of Default otherwise set forth in the Contract, violations of any of the provisions of this Addendum shall constitute an Event of Default entitling the City to pursue, in its sole discretion, the remedies set forth in the Contract or such remedies as are available at law or in equity. In addition, misuse of Contract proceeds or other acts in violation of Paragraphs 2, 3, 4 and 5 of this Addendum shall entitle the City to pursue, in its sole discretion, the additional remedies set forth in Paragraph 8 of this Addendum pertaining to the City's recovery of liquidated damages. In the interest of promoting timely compliance with the requirements of the PSGP and protecting the integrity of any investigation initiated by the Authorized Parties, Contractor shall not have the opportunity of notice and cure as is otherwise provided under this Contract for violations of the provisions of Paragraphs 2, 3 and 5 of this Addendum.

8. **Liquidated Damages.** In addition to all remedies available to the City under this Contract or at law and in equity, the City shall have the additional remedies provided in this Paragraph in connection with Events of Default for violation of the provisions contained in Paragraphs 2, 3, 4 and 5 of this Addendum. Contractor acknowledges that ensuring the use of PSGP Funds in compliance with the PSGP (Paragraphs 2 and 4) and promoting the integrity of the City's contracting process (Paragraphs 3 and 5) are important objectives to the City and that misuse of proceeds paid to Contractor, and any Subcontractor under this Contract, or other improper conduct by Contractor, and any Subcontractor, in violation of these provisions, poses a risk of damages incurred by the City that are unpredictable or incapable of precise measurement (for example, loss of future federal and state funds, damage to the City's reputation; damage to the morale of City employees; reduced participation by the business community in City contracts). Therefore, Contractor and the City agree that the following calculations of damages shall serve as liquidated damages, and not a penalty, intended as a reasonable forecast of just compensation for which Contractor shall be liable to compensate the City for any Event of Default arising under Paragraphs 2, 3, 4 or 5, as the case may be, of this Addendum:

A. If Contractor is determined to have made payments or committed acts or omissions in violation of Paragraphs 2, 3, 4 or 5 of this Addendum, then Provider shall pay

liquidated damages to the City in the aggregate amount of ten percent (10%) of the amount of compensation authorized under this Contract and any Change Order or Amendment thereto.

B. The amount of liquidated damages due under this Paragraph 8 shall not exceed Fifty Thousand Dollars (\$50,000); except that this limitation shall not apply if the City is determined to be ineligible for future funds by any federal or Commonwealth of Pennsylvania agency having jurisdiction over PSGP Funds, for the failure to meet any PSGP-related obligation, in whole or in part because of Contractor's failure to perform its obligations under Paragraphs 2,3,4 or 5 of this Addendum.

C. In addition to the payment of liquidated damages provided above, if it is determined that Contractor has violated the provisions contained in Paragraph 2, 3, 4 or 5 of this Addendum, Contractor shall reimburse the City for the City's costs of any investigation and/or prosecution undertaken or initiated by the Authorized Parties, and shall repay to the City the full amount of funds misused or inadequately documented.

D. In the case of any damages for which Contractor is liable under this Paragraph 8, the City may apply the amount of such damages as a credit against pending or future invoices under this Contract, and may declare any such damages not so credited to be immediately due and payable to the City.

9. **Wage Rate Requirements.** Contractor agrees that it and any of its Subcontractors shall, to the extent applicable, comply with PSGP and that, notwithstanding any other provision of law and in a manner consistent with other provisions of PSGP, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to PSGP and shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App) and Section 3145 of Title 40, United States Code.

10. **Whistleblower Protection.** Contractor agrees that both it and any subcontractors shall comply with PSGP which prohibits all non-federal contractors from discharging, demoting or otherwise discriminating against any employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract relating to PSGP funds; (2) gross waste of PSGP funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of PSGP funds; (4) an abuse of authority related to implementation or use of PSGP funds; or (5) a violation of law, rule or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to PSGP funds. Contractor agrees that it and any subcontractors shall post notice of the rights and remedies available to employees as under PSGP.

11. **Current and Future Requirements.** Contractor understands and acknowledges that the federal recovery funding process is still evolving and that new requirements for PSGP compliance may be forthcoming from the federal government, the Commonwealth and/or the City. In such event, any such new requirement(s) will automatically become a material part of this Addendum. Contractor hereby agrees that both it and any Subcontractors will be bound by and shall comply with all current PSGP requirements, whether or not specifically set forth herein

and any such future requirements during the term hereof without the necessity of either party executing any further legal instrument(s).

12. **Required Use of American Iron, Steel and Other Manufactured Goods.** Contractor agrees that in accordance with PSGP neither it nor its subcontractors will use PSGP funds for a project for the construction, alteration, maintenance or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement may be waived only by the PSGP granting federal department.

Subsections I and II below apply in the alternative:

1. *The following shall apply for Projects using PSGP funds for the construction, alteration, maintenance, or repair of a public building or public work when:*

- the estimated value of the project is less than \$7,443,000; or
- the procurement is being conducted by local governments and municipalities; or
- the specific item being procured is not covered under the World Trade Organization Agreement on Government Procurement or other international procurement agreement. (e.g. mass transit or highway procurements, dredging service procurements, or national defense-related procurements).

(a) Requirement. All iron, steel, and other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) Definitions.

1. "Building or work" means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means an article, material, or supply brought to the construction site by the Contractor or any Subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction

material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Domestic construction material" means:

- (i) An unmanufactured construction material mined or produced in the United States; or
- (ii) A construction material manufactured in the United States.

4. "Foreign construction material" means a construction material other than a domestic construction material.

5. "Manufactured good or product" means a good or product used as construction material in a project that is the result of processing materials by way of machinery and/or labor that produce a substantially different article. Where the basic character, function, or kind of material processed remains the same, it is not manufactured.

6. "Manufactured construction material" means any construction material that is not manufactured construction material".

7. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

8. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

9. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been:

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

10. "United States" means the 50 States, the District of Columbia,

(c) Domestic preference.

1. This Contract implements PSGP by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.

2. The Contract shall use only domestic construction material in performing this project, except as provided in paragraph (c)(3) and (c)(4) of this term and condition.

3. This requirement does not apply to the construction material or components listed by the Government as follows:

[City to list applicable excepted materials or indicate "none"]

4. The award official may add other foreign construction material to the list in paragraph (c)(3) of this requirement if the Federal government determines that:

- (i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative

cost of such material will increase the cost of the overall project by more than 25 percent;

- (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section PSGP to a particular construction material would be inconsistent with the public interest.

(d). Request for determination of inapplicability of PSGP.

1. (i) Any request to use foreign construction material in accordance with paragraph (c)(4) of this clause shall include adequate information for Government evaluation of the request, including-

- (a) A description of the foreign and domestic construction materials;
- (b) Unit of measure;
- (c) Quantity;
- (d) Price;
- (e) Time of delivery or availability;
- (f) Location of the construction project;
- (g) Name and address of the proposed supplier; and
- (h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any request for a determination submitted after award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to PSGP applies, the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated

with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.11 O(a).

3. Unless the Federal government determines that an exception to PSGP applies, use of foreign construction material is noncompliant with section PSGP

(e) Data. To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material
Domestic construction material

Item 2:

Foreign construction material
Domestic construction material

1. [List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
2. [Include other applicable supporting information.]
3. [* Include all delivery costs to the construction site.]

II. The following shall, in addition to the Pennsylvania Steel Products Procurement Act, 73 P.S. Sections 1881-1887, apply for Projects using PSGP funds for the construction, alteration, maintenance, or repair of a public building or public work with an estimated value of \$7,443,000 or more:

(a) Requirement. All iron and steel used in the construction, reconstruction, alteration or repair of a public building or public work must be manufactured in the United States. All other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States or a designated country. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United State and the Commonwealth of Pennsylvania.

(b) Definitions. As used in this Contract:

1. "Building or work" includes, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not

"building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means iron, steel, and other manufactured goods used as construction material brought to the construction site by the Contractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Designated country" means: Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

4. "Designated country construction material" means a construction material that

(i) Is wholly the growth, product, or manufacture of a designated country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

5. "Domestic construction material" means:

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States.

6. "Foreign construction material" means a construction material other than a domestic construction material.

7. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

8. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined herein, is carried on

directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

9. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

10. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been—

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

11. "United States" means the 50 States, the District of Columbia, and outlying areas including:

- (i) Commonwealths: (a) Puerto Rico; (b) The Northern Mariana Islands;
- (ii) Territories: (a) American Samoa; (b) Guam; (c) U.S. Virgin Islands; and
- (iii) Minor outlying islands: (a) Baker Island; (b) Howland Island; (c) Jarvis Island; (d) Johnston Atoll; (e) Kingman Reef; (f) Midway Islands; (g) Navassa Island; (h) Palmyra Atoll; (i) Wake Atoll.

(c) Construction materials.

1. This Contract implements:

(i) PSGP, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) Which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section PSGP do not apply to designated country construction materials. The Buy American requirement shall not be applied where the iron, steel or manufactured goods used as construction material in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services, or where the iron, steel or manufactured goods used as construction material in the project are from a least developed country. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

2. The Contractor shall use only domestic or designated country construction material in performing the work funded in whole or part with this award, except as provided in paragraphs (c)(3) and (c)(4) of this document.

3. The requirement in paragraph (c)(2) of this term and condition does not apply to the construction materials or components listed by the Government as follows:

[City to list applicable excepted materials or indicate "none"]

4. The City may add other construction material to the list in paragraph (c)(3) of this award term and condition if the Federal government determines that:

- (i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
- (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (iii) The application of the restriction of section PSGP to a particular construction material would be inconsistent with the public interest.

(d) Request for determination of inapplicability of section PSGP or the Buy American Act.

1. (i) Any request to use foreign construction material in accordance with paragraph (c) (4) of this document shall include adequate information for Government evaluation of the request, including-

- (a) A description of the foreign and domestic construction materials;
- (b) Unit of measure;
- (c) Quantity;
- (d) Price;
- (e) Time of delivery or availability;
- (j) Location of the construction project;
- (g) Name and address of the proposed supplier; and
- (h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph(c)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section PSGP applies and the award official will amend the award to allow use of the

foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in paragraph (c)(4)(i) of this Contract.

- 3. Unless the Federal government determines that an exception to the section PSGP applies, use of foreign construction material other than designated country construction material is noncompliant with the applicable Act.

(e) Data. To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit Measure	of Quantity	Price (Dollars) *
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number ,email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
 [Include other applicable supporting information.]
 [* Include all delivery costs to the construction site].]

13. **Availability of Funding.** Contractor acknowledges that Services or Materials supported with temporary federal funds made available by the PSGP will not be continued with Commonwealth of Pennsylvania or City financed appropriations once the temporary PSGP funds are expended.

14 . **Effect of this Addendum.** Except as provided by this Addendum, the remaining terms and conditions of this Contract shall be and remain in full force and effect. In the event of any conflict between the terms and conditions stated in this Addendum and the terms and conditions stated elsewhere in this Contract, the terms and conditions stated in this Addendum shall prevail.

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. **INDICATE BID NUMBER AND OPENING DATE ON ENVELOPE.**
- Note the City Anti-Discrimination Policy. 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**

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

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the 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: _____

Email 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.

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

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



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, 2013 – 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 \$32,000 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 \$32,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2013 to June 30, 2014**, complete the enclosed application and return it with a check for **\$140.00**. 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**” **2013 – 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 \$140.00 for 7/1/13 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)



O F P H I L A D E L P H I A

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

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
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 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
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 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

Stricken

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.

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$32,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 \$32,000. If the amount of the contract to be awarded is greater than \$32,000 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, agents and the Maritime Exchange for the Delaware River and Bay, Inc. from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

The City shall notify Contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require Contractor to continue to furnish all goods and perform all services required under the Contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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)."

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 Income and Receipts Tax

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises,

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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 Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees 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. 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 providing services under the Service Contract who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS

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

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

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

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

SIGNING OF BIDS:

If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed \$32,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

If the 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)