



# Bottled Drinking Water 16.9oz and 700ml

B2624978

**Issued by:** City of Philadelphia Procurement Department

**Required by:** Citywide

**Bid Opening Date:** Wednesday, October 15, 2025

**Bid Opening Time:** 10:30 AM Philadelphia Local Time

**Location for Bid Opening:** Held via Video Conference

**Buyer:** T. Shippé

Quotations must be submitted through PHLContracts no later than the above cited bid opening date and time.

**Bidder agrees to comply with all conditions of this bid.**

## Bid Questions

All questions concerning this Invitation and Bid (I&B) Solicitation, including specifications and conditions, must be presented through PHLContracts within the prescribed time stipulated in the I&B's Questions Tab.

**Office of Economic Opportunity (OEO)**  
**Anti-Discrimination Policy**  
**Executive Order 01-21 – Bidder Requirements**

This Invitation and Bid Solicitation is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order, policy and guidelines as attached. Specific instructions must be adhered to and forms completed. Sellers are advised to review the instructions carefully. Failure to comply may disqualify the Seller. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Seller. Any and all questions about Executive Order 01-21 and Seller compliance should be directed to the Office of Economic Opportunity (OEO) office at (215) 683-2071.

**Participation Ranges:**  
M-BE 0% AND/OR W-BE 0% AND/OR DS-BE 0%



# Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

## Table of Contents

Section 1	General Bid Submission .....	3
1.1	Title .....	3
1.2	Contract Term:.....	3
1.3	Contract Type .....	3
1.4	Methodology of Acquisition:.....	4
1.5	Statement of Direction .....	4
1.6	Quotation Information .....	4
1.7	Bid Security .....	4
1.8	Bid Information.....	5
1.9	Bid Submission.....	5
1.10	Seller Qualification .....	9
1.11	Site Inspection and Visit .....	9
Section 2	Specifications.....	9
2.1	Specifications.....	9
2.2	Item Specifications .....	11
Section 3	Bid Evaluation and Award.....	11
3.1	Bid Evaluation .....	11
3.2	Evaluation and Award.....	12
Section 4	Contract Management .....	16
4.1	City of Philadelphia Responsibility .....	16
4.2	Vendor Responsibility.....	17
4.3	Price Increase or Decrease:.....	19
4.4	Vendor Acceptances:.....	20
Section 5	Pricing.....	20



# Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

## Section 1 General Bid Submission

### 1.1 Title

Bottled Drinking Water 16.9oz and 700ml

Schedule Number: 155-01

**1.2 Contract Term:** Date of award through twelve (12) months (“Initial Term”), with an option to renew for up to four (4) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year. Further, the City may, at its sole discretion renew the contract for up to three (3) months after all renewal periods have expired, in order to prevent a lapse in coverage until a new contract is in place.

1.2.1 The City shall exercise such sole option to renew the Contract Term by issuing a change order “Renewal Notice” through [www.phlcontracts.phila.gov](http://www.phlcontracts.phila.gov) (“PHLContracts”) notifying the successful seller that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and successful seller shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City's Renewal Notice, whether or not successful seller has agreed, verbally or in writing, to such renewal of the Contract term.

### 1.3 Contract Type

#### 1.3.1 Requirements Contract

The following items are required as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein.

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



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

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

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

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

### 1.4 Methodology of Acquisition: Purchase only.

### 1.5 Statement of Direction

It is the intent of the City of Philadelphia to make an award for B2624978 for the City of Philadelphia's department(s) and agencies specified herein during the contract period.

### 1.6 Quotation Information

- 1.6.1 All information concerning this quote will be contained in this response document as issued or amended.
- 1.6.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.
- 1.6.3 Any questions or concerns about this Bid Solicitation should be directed to the Procurement employee listed on the cover letter. Please address all questions to him/her prior to returning the document, so all questions may be addressed and answered.

### 1.7 Bid Security

In order to be eligible to sell Services, Supplies and Equipment, all vendors must be enrolled in the City's Annual Bid Security Program. The program covers the City's fiscal year from **July 1, 2025 – June 30, 2026**. All sellers must pay the **non-refundable** Annual Bid Security Program fee



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

of one hundred dollars (\$100.00). The fee must be paid through the Revenue Department payment center at: <https://www.phila.gov/make-a-payment/>

Completed application should be submitted to: [PHLcontracts@phila.gov](mailto:PHLcontracts@phila.gov)

The fee should be submitted, under separate cover, to the attention of "**FY26 Annual Bid Security Program**" prior to the first opening date that the seller wants to submit a quote and be covered under the program. Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract".

Fees can be paid by:

- (a) Electronic check
- (b) Credit or debit card, incurring an additional \$2.25 processing fee

**Please upload the payment confirmation to your bid response.**

### 1.8 Bid Information

- 1.8.1 All information related to this bid will be contained in the Bid Solicitation as issued or amended in PHLContracts.
- 1.8.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.

### 1.9 Bid Submission

- 1.9.1 All quotes submitted to the City of Philadelphia must adhere to all bid submission requirements. It is the seller's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the quote being disqualified.
- 1.9.2 All quotes must be electronically submitted to PHLContracts by a seller with legal authority to bind the seller's Company as that authority is more fully described in the "Consent and Authorization Agreement," which Company has completed, signed and submitted to the City at the time of vendor registration or as an attachment to the first submitted quote; in no event will the City accept a quote from seller unless City has received a duly completed and signed Consent and Authorization Agreement by the time of bid opening. The Contract shall not be legally binding upon the City of Philadelphia unless and until it is executed in accordance with Paragraph 13 of the attached Terms and Conditions.



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

- 1.9.3 Quotes to advertised sealed bids shall be submitted through PHLContracts and opened publicly at 10:30 AM Philadelphia local time via online video conference on the bid opening date.
- 1.9.4 Sellers must submit their electronic quote to the City of Philadelphia through PHLContracts **no later than 10:30 AM** on the date that the bid opens.
- 1.9.5 It is the seller's responsibility to ensure that the quote is submitted in a timely manner prior to the bid opening date and time in accordance with Paragraph 1 of attached Terms and Conditions. All quotes must be submitted electronically to the correct bid opportunity established for this Bid, through the PHLContracts online application process at: [www.phlcontracts.phila.gov](http://www.phlcontracts.phila.gov). Sellers who have failed to file complete applications through the PHLContracts online application process will not be considered for the contract. Be advised that the unavailability of timely help through our Customer Service will **not** extend an advertised deadline for electronic submission of your quote on PHLContracts. Please allow sufficient time prior to any application deadline for an adequate response to your inquiry or request for assistance.
- 1.9.6 Seller's quote should be complete and include **all** information required as described in the various sections of the bid solicitation, including but not limited to, specifications, Terms and Conditions of Bidding and Contract, pricing, and all amendments. All pricing must be completed as specified in the bid solicitation. Every submitted quote the seller must fully accept the terms and conditions contained in the bid solicitation. Failure to accept all of the terms and conditions is a matter of responsiveness in accordance with Paragraph 8 of the attached Terms and Conditions.

### 1.9.7 Processing Fee

In addition to enrollment in the City's Annual Bid Security Program, sellers must pay, for each submitted quote, a non-refundable Bid Processing Fee of \$25.00. Sellers can pay this fee electronically through the Revenue Department payment center at: <https://www.phila.gov/make-a-payment/>

Receipt of payment must be uploaded to the quote on PHLContracts.

Failure to submit the bid processing fee may result in the seller's disqualification from bidding. In addition, if an award is made pursuant to the Bid Solicitation, any unpaid processing fees owed by the seller to the City must be paid prior to the City's release of any payments to the seller under the Contract.

- 1.9.8 When a Minority Owned Business Enterprise, Woman Owned Business Enterprise, or Disabled Owned Business Enterprise ranges are required in a Bid Solicitation, sellers are reminded that a blank "Commerce Department Office of Economic Opportunity (OCO) Solicitation and Commitment Form" will result in the seller being deemed non-responsive and ineligible for an award. Sellers are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 01-21".



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

### 1.9.9 Local Bidding Preference

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences this bid may be subject to a local bid preference<sup>1</sup>. In order to determine eligibility to receive the preference, if applicable, the seller must be certified as a Local Business Entity (“LBE”) at the time of the bid opening.

Further, through submission of a quote in response to this bid, seller makes the following certification in connection with the grant of any local bidding preference which certification is incorporated into any contract resulting from this bid:

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

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

To apply for Local Business Entity (LBE) certification, go to:

<https://www.phila.gov/services/business-self-employment/bidding-on-a-city-contract/get-certified-as-a-local-business-entity/>

Please provide sufficient time prior to bidding for the processing of the LBE application. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to the award of the contract, and during the performance of the contract.

### 1.9.10 Alternates

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<sup>1</sup> For applicable bids of One Million Dollars or less, the preference is ten percent (10%); for all other applicable bids the preference is five percent (5%).

<sup>2</sup> If the Seller relies upon LBE subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)' LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

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

Failure to state alternates will obligate the seller to provide materials and/or services specified in the bid solicitation.

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

### 1.9.11 Sole Product- N/A

If the contract award is a Sole Product:

- (a) The award shall be made for the items specified only and alternates will not be considered.
- (b) Paragraph 4 of the “SS&E Terms and Conditions of Bidding and Contract” does not apply.

### 1.9.12 Price List

A price list is not required for this bid.

### 1.9.13 Questions or Problems

In preparing the bid response, should any seller 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 seller is **strongly** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by submitting questions on the Q&A tab of the applicable bid posted through PHLContracts.

**Questions must be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** The City will respond to questions it considers appropriate to this Bid Solicitation and of interest to all sellers, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any seller question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

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



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

The City of Philadelphia Procurement Department will post all amendments to the Bid on PHLContracts regarding any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions, or changes by any City agency.

Otherwise, the successful seller will have to provide the product or service exactly as defined in the Bid Solicitation including any and all specifications and requirements listed.

### 1.10 Seller Qualification

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

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

### 1.11 Site Inspection and Visit

The Procurement Department may visit the sellers site to determine the capability of seller to perform the contract.

1.12.1 Upon notification by the Procurement Department Buyer, seller shall be required to submit a copy of PA DER Permit (see paragraph 2.1.3 Standards).

**Seller shall have ten (10) days to submit this permit copy after notification.**

## Section 2      Specifications

Successful bidder(s) shall be required to supply the City of Philadelphia's Agencies/Departments with Bottled Drinking Water 16.9oz and 700mlas listed in this Invitation and Bid, and in PHL Contracts under the Items tab.

### 2.1 Specifications

**2.1.2** All Bottled Water as approved for drinking purpose shall be furnished in 16.9 oz., 700 ml and gallon bottles, conforming to all Pennsylvania and Federal Standards for drinking water.

**2.1.3      Standards:**



# Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

Successful seller shall comply with the federal Food, Drug, and Cosmetic Act and US FDA requirements for bottled water including but not limited to Good Manufacturing Practice, standard of quality. Seller shall also comply with all appropriate bottled water requirements for the State of Pennsylvania and any state in which transport, processing and storage take place. The seller shall adhere to IBWA's Current Model Code of practice in its most recent version, and shall maintain itself as a member of the International version, and shall maintain itself as a member of the International Bottled Water Association.

Copies of all state and federal certifications and permits, IBWA membership, and testing results related to this contract shall be provided to the City of Philadelphia within 60 days of receipt after award is made.

The standards include but are not limited to those contained in the Code of Federal Regulations (Title 21: Bottled Drinking Water; and Current Good Manufacturing Practice in Manufacturing, Packing), Pennsylvania Health and Safety Code; and Food Sanitation – Food Processing Establishments, Pennsylvania Code of Regulations for Bottled Water and Vended Water Systems, Retail Water Facilities and Bulk Water Hauling Systems – Title 25, Chapter 109, Subchapter J. of the applicable Pennsylvania Department of Environmental Protection rules and regulations.

## **2.1.4                  Source and Treatment**

Seller shall identify sources of water and treatment used for all waters being supplied (e.g. filter, ozonate, activated carbon treatment, etc.). All bottled water must be free of any objectionable taste and odor.

**2.1.5** All deliveries of bottled water shall have a stamped date indicating the date of bottling. Bottling date shall be within 30 days in which the order was received from the City.

## **2.1.6                  Emergency Service**

During the course of the contract, the City may need to make bulk purchases of water for public safety or a public event. The awarded seller shall be able capable of supplying bulk purchases of water if the need arises. A bulk delivery shall be classified as any purchase of 500 cases or more.

The City will attempt to allow ample time for such deliveries. However, there may be instances where there is a need for a quick turn-around time (i.e. two business days). The seller shall provide pricing in PHLContracts under the "Items," tab for the purchase of 500 cases to include the delivery. The delivery location shall be provided at the time the order is placed.

**2.1.6.1** Refrigerated Truck. There may be a need to have use of a refrigerated trailer onsite to ensure the water remains cold. The seller shall submit invoices for the cost of a refrigerated truck in order to receive payment. Cost for the refrigerated trailer shall not be a factor in the



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

evaluation for award. Seller shall refer to question 2 in PHL Contracts under the “Questions,” tab and indicate if they can provide a refrigerated truck.

**2.1.7** In PHL Contracts, seller shall submit a price for each item listed. Prices shall be firm for the Initial Term of the Contract. If subsequent Renewal Terms are exercised by the City, the seller may increase prices as per paragraph 4.3 “Price Increase or Decrease.”

### 2.2 Item Specifications

- 2.2.1** 32000-000-097-00  
BOTTLED DRINKING WATER; 16.9 OZ BOTTLES, 24 BOTTLES PER CASE.
- 2.2.2** 32000-000-098-00  
BOTTLED DRINKING WATER; 700 ML SPORT TOP BOTTLE, 24 PER CASE.
- 2.2.3** 32000-000-100-00  
BOTTLED SPRING WATER; 1 GALLON; 3/ PER PACK.
- 2.2.4** 32000-000-097-01  
BOTTLED DRINKING WATER;EMERGENCY SERVICE, CASES OF 500 OR MORE, 16 OZ BOTTLES 24 PER CASE
- 2.2.5** 32000-000-102  
WATER, BOTTLED, PURIFIED, .5L. 24/CA. NESTLE PURE LIFE

## Section 3 Bid Evaluation and Award

### 3.1 Bid Evaluation

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and the responsibility of the sellers.
- 3.1.3 Bids may be disqualified if they are deemed to be non-responsive without notice. All decisions regarding responsiveness are final and are not appealable.



# Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

A bid may be deemed non-responsive for any of the following:

- (a) improper bid security
- (b) improper bid execution
- (c) incompleteness
- (d) offering counter terms and conditions
- (e) improper or incomplete execution of OEO documents (if applicable)

- 3.1.4 Sellers whose bids are determined to be non-responsible for reasons of seller qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 9 of "SS&E Terms and Conditions of Bidding and Contract".
- 3.1.5 Samples may be requested after bid opening as a part of the bid evaluation. Samples must be received within the ten (10) days following request. Failure to provide samples within the (10) day period may result in seller disqualification.
- 3.1.6 The City shall conduct a blind taste test on the samples requested.
- 3.1.7 All samples will be supplied to the City of Philadelphia at no cost.

## 3.2 Evaluation and Award

- 3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible seller(s), either in whole or in part, whichever is deemed to be in the best interest of the City.
- 3.2.2 While the contract will be awarded to the lowest responsive and responsible seller as otherwise provided in this Invitation and Bid, the City aspires to purchase articles manufactured in the City of Philadelphia or in the Commonwealth of Pennsylvania.

### 3.2.3 Application of LBE Preference

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

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



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

### 3.2.4 Basis of Award for Evaluation Purposes

The prices used for the calculation of the Basis of Award must be the same prices as quoted. In the event of a conflict between the prices, the prices quoted in the PHL Contracts will prevail and will be used for calculations.

### 3.2.5 Performance Security

In this bid, Performance Security in the amount of \$25.00 is required as outlined in paragraph 13 of "SS&E Terms and Conditions of Bidding and Contract". Any applicable performance security shall be required for any subsequent renewal periods.

Fees are paid electronically through the Revenue Department payment center at:  
<https://www.phila.gov/make-a-payment/>

Type of Fee	Fee Amount
Bid Processing Fee	\$25.00
Annual Master Bid Security Fee	\$100.00
Performance Security Fee	<b>\$25.00</b>

### 3.2.6 Required Disclosures

In accordance with Philadelphia Code Section 17-104, the successful seller, after award of the Contract, is required to disclose the following:

(a) Slavery Era Records. The seller will complete an affidavit certifying and representing that the seller (including any parent company, subsidiary, exclusive distributor or company affiliated with seller) has searched any and all records of the seller 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 seller expressly understands and agrees that any false certification or representation in connection with this disclosure and/or any failure to comply with these requirements shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

(b) Female Executives and Board Members. The seller must provide the following information:

- i. the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

- ii. the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and
  - iii. the intended efforts by the contractor to achieve the aspirational goals. This information should be submitted with the bid but the City reserves the right to allow seller to submit this information at any time prior to award of Contract.
- (c) Demographic Data Disclosures. The seller agrees to provide the following information before formally accepting the Contract:
- i. Seller's and each subcontractor's prior years of experience performing on City contracts in any capacity during the five calendar years prior to the date of the opening of bids for the Contract.
  - ii. Demographic data on the workforce of the seller (race, ethnicity, gender identity, salary range, Philadelphia residence, and other categories that may be established by regulation), as of the Report Date (June 30<sup>th</sup> immediately preceding the date the bid is filed); and
  - iii. Demographic data on the board of the seller

The above disclosure requirements can be fulfilled via electronic form:

<https://www.phila.gov/services/business-self-employment/bidding-on-a-city-contract/file-transparency-in-business-act-disclosure-forms/>

For Sole Source contracts, the seller is subject to additional disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

The seller expressly understands and agrees that any false certification or representation in connection with this disclosure and/or any failure to comply with these requirements shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, the "City of Philadelphia Policy and Procedures for Debarment and Suspension of Vendors and Contractors") 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.

### 3.2.7 Workforce Diversity Plan

For all service contracts valued at \$100,000.00 or more, the successful seller will be required to submit to the City, no later than seven (7) business days after receipt of official award letter, a Workforce Diversity Goal Plan which shall include specific availability and utilization strategies for meeting the Workforce Diversity goals. No contract will be executed, nor purchase order issued unless and until the Workforce Diversity Plan has been received by the City's Labor Standards Unit.



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

The City's Labor Standards Unit shall have the responsibility of administering oversight of these Workforce Diversity Goals including evaluating the sufficiency of the Workforce Diversity Goal Plan and monitoring the successful Seller's Best and Good Faith Efforts toward realization of the goals throughout the duration of the contract in accordance with the Philadelphia Code, Chapter 17-1600.

### 3.2.8 Insurance:

Insurance is a requirement for this bid in accordance with Paragraph 15 of the "SS&E 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 successful seller.
- The insurance carrier must be rated "A" or better by AM Best.
- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate in the "Description of Operations section".
- Certificate must be signed by an authorized representative of the insurance company/carrier.

All certificates are to be uploaded to PHLContracts or sent to [Proc.Contracts@phila.gov](mailto:Proc.Contracts@phila.gov)

### 3.2.9 Upon request of the buyer, apparent low seller must submit the manufacturers' list price book in a PDF file. The seller must indicate the company name and bid number on the price list and the list must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render the seller ineligible for award.

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

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

The successful seller must submit copies of all amendments, updates, etc. to the submitted price list(s) to the buyer.

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

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



# Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

## Section 4 Contract Management

### 4.1 City of Philadelphia Responsibility

#### 4.1.1 Order Against Contracts

Upon contract conformance, purchase order(s) will be issued at such time that the product and/or service is needed and will show if delivery is to be made upon receipt of order, or only after notification by the using department.

- (a) For Requirements contract types, products or services will be ordered and delivered on an as-needed basis during the contract term. A minimum quantity is not guaranteed.
- (b) For Firm Limit contract types, products or services will be ordered and delivered at one-time in the quantity specified.

#### 4.1.2 Invoices

Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City makes all efforts to process invoices in a timely manner. Incomplete or inaccurate information may result in invoice processing delays.

**Invoices must contain the information specified in section 4.2.13 in order for the City to process payments as quickly as possible.**

Payments will only be made to the entity name as shown on the purchase order; the invoice must reflect this same entity name as the entity to “pay to”. Before any City payments are made, the awarded entity will be required to enroll in ACH and submit invoices through the City’s vendor payment portal at: <https://vendor-payments.phila.gov/login>

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

#### 4.1.4 Add-ons

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

Procurement or the using department will obtain from the successful seller a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

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

### 4.1.5 Materials Testing:

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

## 4.2 Vendor Responsibility

- 4.2.1 The awarded seller may deliver only products, services 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 The awarded seller may deliver only products, services or equipment at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 The awarded seller may deliver products, services or equipment up to the dollar limit of the purchase order and for the period shown on the purchase order. Sellers are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

### 4.2.4 Delivery

Unless otherwise specified or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. On the PHLContracts questions tab, specify if delivery is other than 30 days.

### 4.2.5 Liquidated Damages

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



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

- 4.2.6 In the event that the successful seller receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
  - (a) bring this to the immediate attention of the Procurement Department specialist noted on the cover page.
  - (b) notify the ordering agency in writing and refuse to deliver.
- 4.2.7 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.
- 4.2.8 For delivery of products or equipment, the successful seller shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.9 For performance of services, the successful seller shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

### 4.2.10 Approval of Work

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

- 4.2.11 At the conclusion of this contract, contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities
- 4.2.12 For all invoices submitted, the successful seller must agree that all pricing can be verified in the pricing on file in PHLContracts with the City of Philadelphia.

### 4.2.13 Invoices/Receipts

Successful sellers must submit timely invoices for services, supplies and/or equipment within 30 days through the City's vendor payment system at: <https://vendor-payments.phila.gov/login>

Sellers shall not invoice more than once per month or order.

Invoices must include:



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

- (a) The purchase order number
- (b) The awarded seller's name, address and Federal Employer Identification Number
- (c) The quantity, price, and description of the item(s) or service(s)

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 and recommended.

Payment will only be made to the company name as shown on the purchase order; the invoice must reflect the same company as the “pay to”.

For Time and Material type invoices it is typically necessary to submit two separate invoices, one for labor expenses and one for parts. If there are two different purchase orders for labor and parts, two separate invoices will be required. It is recommended that the invoices have the same invoice number but different suffixes (e.g. 1234L for labor and 1234P for parts). Supporting Work Orders with the signature and payroll ID number of the authorized/designated City personnel must be included.

### 4.2.14 Payments to OEO Subcontractors

The below applies to all Bid Solicitations containing OEO Participation Requirements:

- (a) The successful seller shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors.
- (b) In connection with payment of its M/W/DSBE subcontractors, the successful seller agrees to provide proof of said payments upon any request by the City.
- (c) Failure to comply with the City's payment reporting process may be considered an event of default.
- (d)

### 4.2.15 Minimum Wage & Benefits and Prevailing Wage

If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. Please see Paragraph 29, “Minimum Wage & Benefits and Prevailing Wage” of the SS&E Terms and Conditions of Bidding and Contract.

## 4.3 Price Increase or Decrease:

The successful seller shall provide Bottled Drinking Water at the prices set forth for a period of 12 months; thereafter, the contract may be renewed under the terms and conditions of this



## Invitation and Bid

City of Philadelphia  
Procurement Department  
Philadelphia, PA 19102-1685

agreement at the sole option of the City on an annual basis for up to four (4) additional one (1) year period(s).

The successful seller may increase prices for the renewal period(s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing. Contact the Procurement Customer Service Unit (at [Bid.Info@phila.gov](mailto:Bid.Info@phila.gov) or 215-686-4720) if you are unsure of the assigned buyer on the contract.

In no event shall the increased prices exceed successful seller's published charges for noneducational state and local governments on the effective date of the adjustment, under similar terms and conditions.

Failure to notify the City within this sixty (60) day time frame may result in the following:

The effective date of the price increase may be sixty (60) days from the receipt of the price increase letter by the City; if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.

**Note: Price decreases may be forwarded to the Procurement Department buyer, in writing at any time during the contract period, to include any renewal period(s). Failure to notify the City within the time frame specified will result in a commensurate delay in implementing the price change.**

### 4.4 Vendor Acceptances:

In submitting an executed bid, the seller agrees to the contract management procedures established by the City of Philadelphia, as outlined in this Invitation and Bid, and in PHL Contracts.

## Section 5 Pricing

Unit pricing quoted in PHLContracts will prevail in case of any discrepancy between unit price and the extended amount and will be the determining factor in establishing the applicable contract amounts for the award. **Note: Prices quotes may not exceed three (3) decimal places.**