

POLICY AND PROCEDURE FOR THE DEBARMENT AND SUSPENSION OF VENDORS AND CONTRACTORS

I. Purpose; Scope and Administration

A. Purpose

The purpose of the Policy and Procedure set forth in this document is to ensure that PGW's Contractors and vendors are capable of performing in accordance with Contract requirements and are otherwise Responsible Contractors, and that the contracting process is free of fraud, waste, and abuse. PGW seeks to achieve this purpose by identifying and sanctioning, through Suspension and Debarment from contracting activities, those Contractors that have rendered deficient performance or have engaged in other activities that show them to be not responsible and adversely affect their fitness to contract with PGW.

B. Scope and Administration

This Policy and Procedure applies to contracting activities by the Supply Chain Department and to all types of Contracts, including, without limitation, service, supply and equipment contracts, public works contracts, concessions and professional services contracts. The Supply Chain Department shall administer this Policy and Procedure, and the Vice President, Supply Chain shall make the determinations and decisions and carry out the actions of PGW provided herein, with respect to all types of Contracts.

The provisions of this Policy and Procedure shall be severable, and if any provision or its application is held to be invalid or unenforceable, the remaining provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The headings in this Policy and Procedure do not in any way define, limit, describe or amplify the provisions hereof, or their scope or intent and are not part of the Policy and Procedure. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa.

II. Definitions

- A. **Affiliates.** "Affiliate(s)" means any business entity or individual whose relationship with the Contractor is such that either directly or indirectly, (1) one controls or can control the other; or (2) a third controls or can control both; or (3) a similar arrangement exists between business entities or individuals and the Contractor.
- B. **Applicant.** "Applicant" means an individual, corporation, limited liability company, partnership, association, joint venture, or any other legal entity that has filed an application to be awarded a contract covered by Chapter 17-1400 of the Philadelphia Code.

- C. **Bid Solicitation; Bid; Bidder.** “Bid Solicitation” means a Request for Quotations or other invitation to submit competitive bids for a specific PGW Contract or Contracts that is or are issued by the Supply Chain Department. “Bid” means a Contractor's response submitted to the Supply Chain Department pursuant to a Bid Solicitation. “Bidder” means a Contractor submitting a Bid, signed by the Contractor, to the Supply Chain Department pursuant to a Bid Solicitation.
- D. **Central Contractor Suspension/Debarment File.** “Central Contractor Suspension/Debarment File” means a centralized file identifying Contractors who have been Suspended, Debarred or declared Ineligible.
- E. **City.** “City” means the City of Philadelphia, Pennsylvania, including its agencies, departments, boards and commissions.
- F. **Contract(s).** “Contract(s)” means any contract awarded by the PGW, including, but not limited to, Non-Competitively Bid Contracts and contracts awarded by the Supply Chain Department pursuant to a Bid Solicitation or Request For Proposals, Public Works Contracts and contracts for services, supplies, and equipment.
- G. **Contractor.** “Contractor” means any person or entity (including officers, directors, partners, principals, employees, agents, Subcontractors, holders of five (5) percent or more of the Contractor’s stock, and persons acting on the Contractor’s behalf, and assignees and successors in interest to the Contractor) that directly or indirectly (e.g., through an Affiliate) has entered into a PGW Contract or seeks to enter into a PGW Contract. Such term shall also include all vendors of goods and services to PGW.
- H. **Conviction.** “Conviction” means a conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a conviction entered upon a plea of nolo contendere (no contest).
- I. **Debar; Debarment.** “Debar” or “Debarment” means action taken by the Vice President, Supply Chain, in accordance with Sections IV, VI and VIII, to prohibit a Contractor from entering into PGW Contracts, seeking to enter into PGW Contracts, performing as a Subcontractor on PGW Contracts and/or imposing other sanctions during the Debarment Period.
- J. **Debarment Period.** “Debarment Period” means the period of Debarment described at Section VI.D, as determined by the Vice President, Supply Chain.
- K. **Disqualification.** “Disqualification” means action taken by the Supply Chain Department to prohibit a Contractor from submitting a Bid or Proposal pursuant to a specific Bid Solicitation or Request For Proposals issued by PGW or to prohibit award of a PGW Contract pursuant to a specific Bid Solicitation or Request For Proposals, where such prohibition is based on the Supply Chain Department's determination that the Contractor is not Responsible in relation to the Bid Solicitation or Request For Proposals.

- L. **Disposition Agreement.** “Disposition Agreement” means a written agreement between the Contractor and PGW, acting by and through the Vice President, Supply Chain, that is entered into prior to the hearing panel provided in Section VI issuing its determination of Debarment which disposes, to the Vice President, Supply Chain's satisfaction, of the grounds for an intended Debarment.
- M. **Ineligible; Ineligibility.** “Ineligible” or “Ineligibility” means to be prohibited from award of a PGW Contract, or from performing as a Subcontractor under a PGW Contract pursuant to statute, ordinance, Executive Order of the Mayor, regulation, or any other appropriate regulatory authority, including, but not limited to, the Prevailing Wage Act and implementing regulations, City antidiscrimination laws or Executive Orders of the Mayor prohibiting discrimination, the Equal Employment Opportunity Act and Executive Order 11246, the Motor Vehicle Procurement Act, the Steel Products Procurement Act, or the AntiBid-Rigging Act.
- N. **Legal Proceedings.** “Legal Proceedings” means any civil or criminal proceeding brought by any federal, state or local agency. The term includes appeals from such proceedings.
- O. **Non-Competitively Bid Contract.** “Non-Competitively Bid Contract” means a contract for the purchase of goods or services to which the PGW is a party that is not subject to the lowest responsible bidder requirements applicable to PGW, including, but not limited to, a professional services contract and any renewal of such contract (other than a renewal term pursuant to an option to renew contained in an executed contract).
- P. **Public Works Contract(s).** “Public Works Contract(s)” means any contract that is awarded by the Supply Chain Department for the construction, reconstruction, alteration, or repair of any public building or other public work or public improvement.
- Q. **Request For Proposals (RFP); Proposal; Proposer.** “Request For Proposals” or “RFP” means an invitation to Contractors to submit proposals to furnish goods and/or services to PGW, pursuant to a PGW Contract, as specified in the RFP; “Proposal” means a Contractor's response so submitted; and “Proposer” means such a Contractor.
- R. **Responsibility; Responsible.** “Responsibility” or “Responsible” means the capacity to perform a PGW Contract in accordance with its terms and requirements. Indicia of Responsibility include financial and other demonstrated capability to perform a PGW Contract, honesty, integrity, reputation, experience, resources and such other factors as may be determined by law.
- S. **Subcontractor.** “Subcontractor” means a person or entity who/that has contracted, at any tier, with a Contractor for the performance of all or a part of the work under a PGW Contract. Subcontractors include, without limitation, suppliers, persons and entities contracting with a Subcontractor to perform work under a PGW Contract.

- T. **Supply Chain Department.** “Supply Chain Department” means the Supply Chain Department of PGW. The Supply Chain Department is responsible for procurement activities at PGW.
- U. **Suspend; Suspension.** “Suspend” or “Suspension” means action taken by the Supply Chain Department, in accordance with Sections IV, V and VIII to temporarily prohibit a Contractor from entering into a PGW Contract, seeking to enter into a PGW Contract, performing as a Subcontractor on a PGW Contract and/or imposing other sanctions during the Suspension Period pending completion of an investigation of the Contractor's Responsibility to determine whether the Contractor shall be Debarred and/or shall be the subject of Legal Proceedings, as determined by the Vice President, Supply Chain.
- V. **Suspension Period.** “Suspension Period” means the period of Suspension described at Section V.D, as determined by the Supply Chain Department and specified in its notice of intent to Suspend as provided therein.
- W. **Tax Delinquent.** “Tax Delinquent” means a Contractor that is not current, as determined by the applicable taxing authority, in the payment of any federal, state, or local taxes, or in the filing of any returns or reports required for such taxes; or that has against it unsatisfied liens, judgments, fees or other debts arising from non-payment of taxes, as determined by the applicable taxing authority. A Contractor shall not, however, be considered a Tax Delinquent for any such taxes or tax period for which the Contractor has filed a timely appeal, or has entered into a written settlement agreement or payment plan that is satisfactory to the local, state, or federal jurisdiction imposing the taxes and has provided documentation of such settlement agreement or payment plan that is satisfactory to the Vice President, Supply Chain.
- X. **Unbalanced Bid.** “Unbalanced Bid” means an offer by a Contractor which (1) contains extremely low prices on items or types of work which are, in PGW’s sole discretion, unimportant or infrequently ordered or performed, and extremely high prices on items or items of work which are frequently ordered or performed, resulting in an effort to qualify as the low Bidder while charging disproportionately high prices for certain items or types of work; and/or (2) contains prices for phases of the work to be performed early in the project that are, in PGW’s sole discretion, disproportionately high relative to prices for later phases of the work, resulting in payment of a disproportionately high percentage of the total contract price early in the contract period.
- Y. **Vice President, Supply Chain.** “Vice President, Supply Chain” means the head of PGW’s Supply Chain Department or his/her designee(s).

III. Suspension and Debarment

- A. Where there are sufficient grounds as set forth in Section IV, the Supply Chain Department may either Suspend a Contractor in accordance with Section V, or propose Debarment of the Contractor in accordance with Section VI.

- B. Debarment shall result in imposition of one or more of the sanctions provided in Section VIII, which include, but are not limited to, prohibiting a Contractor from entering into a PGW Contract, seeking to enter into a PGW Contract, and/or performing as a Subcontractor on a PGW Contract. The Debarment Period shall be determined by the Vice President, Supply Chain, but shall not exceed three (3) years, including the period of any Suspension of the Contractor based on the same acts that resulted in the Debarment.
- C. Suspension shall not be in lieu of Debarment but shall serve as the period for investigating the Contractor's Responsibility to determine whether the Contractor shall be Debarred and/or shall be the subject of Legal Proceedings, as determined by the Vice President, Supply Chain. The Suspension Period shall be for a period of up to six (6) months, as determined by the Supply Chain Department, or in the instance of an indictment the Suspension Period may continue for the period of the indictment. The Suspension Period shall remain in effect until the Supply Chain Department either removes the Suspension, by written notice to the Contractor, or issues a written notice of proposed Debarment, or the six (6) months maximum Suspension Period expires, or in the instance of an indictment the Suspension Period may continue for the period of the indictment, whichever is earlier. During the Suspension Period, and throughout any subsequent Debarment proceedings, the Contractor shall be subject to one or more of the sanctions provided in Section VIII, which include, but are not limited to, prohibiting a Contractor from entering into a PGW Contract, seeking to enter into a PGW Contract, and/or performing as a Subcontractor on a PGW Contract.
- D. Suspension processes and procedures shall not apply to violations of Philadelphia Code, Chapter 17-1400.

IV. Grounds for Suspension or Debarment.

A. Acts of the Contractor.

Except as set forth at Section III.D. above, the grounds for Suspension and for Debarment shall be the same. A determination that grounds for Suspension or Debarment exist shall permit, but shall not require, the Suspension or Debarment of the Contractor. The following acts or omissions may, in the discretion of the Supply Chain Department, be considered in Suspending or Debarring the Contractor:

- 1. Indictment or Conviction under state or federal statutes for any of the following, except that indictment alone may be a cause for Suspension or Debarment only for such time as the indictment continues:
 - a. a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract;
 - b. fraud, embezzlement, theft, bribery, extortion, forgery, falsification or destruction of records, or receiving stolen property;

- c. a criminal violation of a state or federal antitrust statute;
 - d. violation of Racketeer Influence and Corrupt Organization Act, 18 U.S.C. Section 1961 et seq., or the Mail Fraud Act, 18 U.S.C. Section 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. conspiracy to commit any act or omission that would constitute grounds for Conviction or liability under any statute described in subsection IV.A.1.d; or
 - f. an offense indicating a lack of integrity or honesty which seriously and directly or indirectly affects Responsibility as a PGW Contractor;
2. Judgment of civil liability under state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 3. Arrears on any debt or obligation under any PGW Contract, default as surety or otherwise upon any obligation to PGW, or status as a Tax Delinquent;
 4. With respect to Non-Competitively Bid Contracts, violation of the disclosure requirements of Philadelphia Code Sections 17-1402(1)(b) or 17-1402(1)(e); unless, such disclosure is attested to by a duly authorized agent who has made reasonable inquiry to determine all facts that must be disclosed, who has fully and accurately disclosed all facts revealed by such reasonable inquiry, and who has no actual knowledge of the misstatement or omission, as determined by the Vice President, Supply Chain pursuant to Section 17-1407(3).
 5. Violation of PGW Contract provisions, including, but not limited to, the following:
 - a. failure without good cause, in the sole judgment of PGW, to perform in accordance with the specifications or within the time limit provided in the PGW Contract;
 - b. unsatisfactory performance, in the sole judgment of PGW, in connection with the terms of one or more PGW Contract(s); or
 - c. notice of default and/or termination for default under any PGW Contract;
 6. Disqualification, Suspension or Debarment by the City or another governmental entity or public authority;
 7. Making or causing to be made any false, deceptive or fraudulent statement(s) in connection with any PGW Contract or other government or public contract, Bid, Proposal, prequalification questionnaire, application for work, or document or other information submitted in support of any of the foregoing,

or knowledge of, approval of, or acquiescence in any such conduct or statements (the Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval, or acquiescence);

8. Use of Subcontractors that have been Suspended or Debarred under City Contracts or contracts of another governmental entity or public authority;
9. Refusal to cooperate with reasonable requests of PGW inspectors and representatives relating to compliance with a PGW Contract, including, without limitation, the conformance of work performed to PGW Contract provisions, plans or specifications, or refusal to cooperate with PGW representatives in any investigation ordered by the Supply Chain Department pursuant to a Suspension or Debarment of the Contractor under this Policy and Procedure;
10. Improper conduct, including, but not limited to, intentional or negligent billing irregularities; submitting false or frivolous or exaggerated claims; the falsification of documents or records; the willful destruction of documents or records the Contractor had an obligation to maintain; bribery, use of false or deceptive statements to obtain some benefit; causing competition to be restrained or limited; misrepresentation; falsely claiming to be a disadvantaged minority, woman, or disabled business; and other dishonesty incident to obtaining, prequalifying for, or performing any PGW or other contract; adjudication by a court or administrative entity of competent jurisdiction that the Contractor has violated a City, state, or federal law regulating hours of labor, minimum wage standards, prevailing wage standards, child labor, or discrimination in employment or wages; or violation of any local, state, or federal law, including, without limitation: the minority, woman and disabled owned disadvantaged businesses participation program administered by the City's Office of Economic Opportunity or its successor agency pursuant to Mayoral Executive Order, environmental law, the Pennsylvania Workmen's Compensation Act, or any other law that directly or indirectly affects performance of a PGW Contract;
11. Three (3) or more instances, within a period of eighteen (18) months, where the Contractor has been declared Ineligible for a PGW or City Contract;
12. Three (3) or more instances where the Contractor's Bid was rejected by the PGW or the City as an Unbalanced Bid;
13. Acts or omissions of the Contractor which evade or seek to evade, defeat or seek to defeat, as determined by the Supply Chain Department, the purpose of this Policy and Procedure;
14. Failure to comply fully with Section V.E;

15. Any other cause that materially affects the capability of the Contractor to perform PGW Contract requirements.

B. Imputed Conduct.

1. The fraudulent, criminal or other improper conduct of any officer, director, shareholder, partner, employee or other individual or entity associated with a Contractor may be imputed to the Contractor and may be grounds for Suspension or Debarment of the Contractor when the conduct occurred in connection with the individual's/entity's performance of duties for or on behalf of the Contractor, or with the Contractor's knowledge, approval or acquiescence. The Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
2. The fraudulent, criminal or other improper conduct of a Contractor may be imputed to any officer, director, shareholder, partner, employee or other individual associated with the Contractor who participated in, knew of, or had reason to know of the Contractor's conduct, and such conduct imputed to the individual may be grounds for the Suspension or Debarment of a Contractor with which the individual is associated.
3. The fraudulent, criminal or other improper conduct of one Contractor/business partner participating in a joint venture, partnership or similar arrangement may be imputed to the other participating Contractor(s)/business partner(s) if the conduct occurred for or on behalf of the joint venture or other similar arrangement, or with the knowledge, approval or acquiescence of the other participating Contractors. Acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

V. Suspension Procedures

Subject to Section III.D. above, where there are sufficient grounds as set forth in Section IV, the Supply Chain Department may suspend a Contractor in accordance with this Section V, pending completion of investigation of the Contractor's Responsibility to determine whether the Contractor shall be Debarred and/or the subject of Legal Proceedings.

- A. Notice of Intent to Suspend. Suspension proceedings shall be initiated by the Supply Chain Department issuing a written notice of intent to Suspend notifying the Contractor and any specifically named Affiliate, officer, employee, or other individual or entity associated with the Contractor of the intent to Suspend, the effective date and the period of the intended Suspension, the grounds for the intended Suspension, the specific sanctions, as set forth in Section VIII, to be imposed during the intended Suspension, and the Contractor's right to oppose the intended Suspension and to a meeting with representatives of the Supply Chain Department, as set forth in Section V. B.

- B. Contractor's Notice of Opposition; Meeting. Within ten (10) business days after the date of the notice of intent to Suspend, the Contractor may submit information in writing to the Supply Chain Department opposing the intended Suspension. The Supply Chain Department will review timely submitted information and notify the Contractor, in writing, whether the Notice of Intent to Suspend is withdrawn, based on the information submitted, or remains in effect. Within forty-eight (48) hours following receipt of notice that the notice of intent to Suspend remains in effect, the Contractor may request, in writing, a meeting with representatives of the Supply Chain Department, at which meeting the Contractor may present information opposing the intended Suspension verbally and in writing. Such meeting shall be held within thirty (30) calendar days after timely receipt of the Contractor's written request. If the Contractor fails to submit such written information within the specified period of ten (10) business days, or fails to submit its written request for a meeting with representatives of the Supply Chain Department within the specified forty-eight (48) hour period, then its right to submit such information and/or to such meeting shall be waived and the Suspension shall take effect.
- C. Determination of the Supply Chain Department. Upon review of the information submitted by the Contractor and following the meeting provided in Section V.B., the Supply Chain Department shall make a written determination and provide the Contractor with a copy of the determination. If the determination is to Suspend the Contractor, the determination will state the grounds for the Suspension, the Suspension Period, the effective date of the Suspension, and the specific sanctions, as set forth in Section VIII, imposed upon the Contractor during the Suspension Period.
- D. Suspension Period. Suspension shall be for a period of six (6) months or less, as determined by the Supply Chain Department, and shall be effective as of the date specified in the Department's written determination provided in Section V.C. The Suspension Period shall remain in effect until the Supply Chain Department either removes the Suspension, by written notice to the Contractor, or issues a written notice of proposed Debarment, or the six (6) months maximum Suspension Period expires, whichever is earlier.
- E. Records to be Made Available. During the Suspension Period, the Contractor shall make available, in the City of Philadelphia, all relevant documents, records, and information to the Supply Chain Department or other investigating authority. Failure to comply fully with this requirement shall be sufficient grounds for initiating Debarment proceedings in accordance with Section VI.

VI. Debarment Procedures

Where there are sufficient grounds for Debarment as set forth in Section IV, the Supply Chain Department may propose Debarment of the Contractor in accordance with this Section VI.

- A. Notice of Intent to Debar. Debarment proceedings shall be initiated by the Supply Chain Department issuing a written notice of intent to Debar notifying the Contractor and any specifically named Affiliate, officer, employee, or other individual or entity

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associated with the Contractor of the intent to Debar, the grounds for the intended Debarment, the Contractor's right to oppose the intended Debarment and the Contractor's right to a hearing, as set forth in Section V. B.

- B. Notice of Opposition; Hearing. If the Contractor submits to the Supply Chain Department its written notice of opposition to the intended Debarment within five (5) business days of the date of the notice of intent to Debar, a hearing shall be conducted pursuant to the Local Agency Law, 2 Pa. C.S. Sections 105, 551-555, and 751-754, at which the Contractor shall have the opportunity to present information in opposition to the intended Debarment. The hearing shall be before a panel of three members, to be composed of the Vice President, Supply Chain, The Director of Contracts Management and Supplier Diversity, and a representative from the department that initiated the contract. The panel shall hear and receive information presented by the Contractor and by PGW and shall make findings of fact in support of the determination provided in Section VI.C. If the Contractor fails to submit its written notice of opposition within the specified period of five (5) business days, then its right to such hearing shall be waived.
- C. Determination of the Hearing Panel. Following the hearing provided in Section VI.B. and in consideration of the findings of fact made by the hearing panel and such other factors addressed in the hearing and/or the Supply Chain Department's investigation of the Contractor's Responsibility as the hearing panel deems to be material, the hearing panel shall make a written determination and provide the Contractor with a copy of the determination. If the determination is to Debar the Contractor, the determination will state the grounds for the Debarment, including the findings of fact on which the determination is based; the Debarment Period; the effective date of the Debarment; and the specific sanctions, as set forth in Section VIII, imposed upon the Contractor during the Debarment Period.
- D. Debarment Period. Debarment shall be for a period of three (3) years or less, as determined by the hearing panel, and shall be effective as of the date specified in the panel's written determination provided in Section VI.C.

VII. Disposition Agreement

- A. At any time before the hearing panel issues its written determination as provided in Section VI.C, a Contractor may enter into a Disposition Agreement relating to the intended Debarment of the Contractor.
- B. No Disposition Agreement shall be effective unless it is in writing and signed by both the Contractor and the Vice President, Supply Chain.

VIII. Sanctions

- A. Suspension or Debarment of a Contractor pursuant to this Policy and Procedure may result in prohibition of the Contractor from participating in any one or more of the following:

1. award of a PGW Contract;
 2. seeking to perform as a Contractor or subcontractor for PGW Contracts, or performing as a Contractor or Subcontractor for existing PGW Contract(s);
 3. pre-qualifying or attempting to pre-qualify as a Bidder for PGW Contracts;
 4. performing or renewing, modifying, or amending any existing PGW Contract; and/or
 5. submitting Bids or Proposals for PGW Contracts in response to any Bid Solicitation or RFP or other solicitation document or process of PGW.
- B. The sanctions listed in Section VIII.A and B may be imposed with respect to Bid Solicitations, RFPs, and contracts for or by PGW, a single City agency, all City agencies, or any combination of City agencies; and/or with respect to Bids, RFPs, and City Contracts for a single type of goods or services, for all types of goods and services, or for any combination of types of goods and/or services.
- C. In Suspending or Debaring a Contractor, conditions may be imposed, as deemed appropriate by PGW, on the Contractor's performance of existing PGW Contracts that remain in effect, and on activities relating to PGW contracting subsequent to the expiration of any Suspension Period or Debarment Period; including, without limitation, monitoring the Contractor's submission of Bids and Proposals, inspecting its performance under existing or future PGW Contracts, and requiring an audit of invoices and payments relating to future PGW Contracts.
- D. The hearing panel provided in Section VI. may, at its discretion, reduce the Debarment Period or extent of Debarment, upon the Contractor's written request, supported by documentation, for the following reasons:
1. Newly discovered material evidence;
 2. Reversal of a Conviction or civil judgment upon which the Debarment was based;
 3. Bona fide change in ownership or management;
 4. Elimination of other causes for which the Debarment was imposed.
- E. PGW may exercise any or all of the rights and remedies set forth herein, each of which may be pursued separately or in conjunction with such other remedies as PGW in its sole discretion may determine. The rights and remedies of the PGW as described herein are not exclusive and are in addition to any other rights or remedies available to PGW herein, at law or in equity.

IX. Central Contractor Suspension/Debarment File and Contractor File

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- A. The Supply Chain Department shall maintain a Central Contractor Suspension/Debarment File, identifying Contractors who are currently Suspended, Debarred, and/or declared Ineligible by the City.
 - 1. The Central Contractor Suspension/Debarment File shall include the following information:
 - a. the name of the Applicant or Contractor and its principals;
 - b. the effective date, duration, and termination date of the Debarment Period, Suspension Period, or declaration of Ineligibility;
 - c. a statement of the sanctions imposed under the Suspension or Debarment, as set forth in Section VIII.
- B. The communication of information described under this Section IX among PGW departments and between PGW and the public, shall adhere to the following formats:
 - 1. A written notice of suspension/debarment shall be sent to the City Supply Chain Department and Finance Department.
 - 2. The Supply Chain Department shall keep a copy of the determinations hereunder on file.