

PROCUREMENT DEPARTMENT
Rm 120 Municipal Services Building
Philadelphia, PA 19102-1685
FAX: (215) 686-4716

CITY OF PHILADELPHIA

Hugh Ortman
Procurement Commissioner

October 1, 2009

BID NUMBER: S0YC4620
TITLE: Traffic Signal Equipment
DEPARTMENT: STREETS DEPARTMENT
DATE TO OPEN: October 21, 2009 at 10:30 AM

ADDENDUM # 1

TO ALL BIDDERS:

You are hereby notified of the following changes to the above mentioned bid:

Please find attached Bid Bond Form for Bid S0YC4620.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

Buyer, D. Yonke

AUTHORIZED SIGNATURE

FIRM NAME (PRINT)

DATE

Attachment

DY/cs

CITY OF PHILADELPHIA



BID BOND

FOR CITY OF PHILADELPHIA BID NUMBER: _____
(Please Fill In)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ as Principal
(hereinafter called the "Principal Obligor"), and

_____ (as Surety) are jointly and severally held and firmly bound unto The City of Philadelphia, in the sum of **TEN PERCENT (10%) OF THE GROSS AMOUNT OF THE BID** lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns; to which payment, well and truly to be made we do bind ourselves and each of us, our and each of our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the _____ day of _____ two-thousand and eight (2009).

WHEREAS the above bounded Principal Obligor, submitted a bid pursuant to the above-referenced bid number to provide certain goods, services, or equipment to the City of Philadelphia.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the City of Philadelphia shall accept the bid of the Principal Obligor and the Principal Obligor shall enter into a contract with the City in accordance with the terms of such bid, and furnish such bond or bonds as are specified in the bid documents with good and sufficient surety, for the faithful performance of the contract; or in the event of the failure or refusal of the Principal Obligor to enter into such contract and give such bond or bonds, if the Principal Obligor shall pay to the City the difference between the amount specified in said bid and such larger amount for which the City may legally contract with another party to provide the goods, services, or equipment required by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

CORPORATE SEAL:

PRINCIPAL OBLIGOR:

President/Vice-President (SEAL)

Secretary/Treasurer (SEAL)

SURETY SEAL:

SURETY:

Attorney-In-Fact (SEAL)

INSTRUCTIONS:

- (1) ALL VENDORS MUST UTILIZE THIS BID BOND FORM WHEN SUBMITTING A BID TO THE CITY.
- (2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, BID BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE BID BOND THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE BID BOND.
- (3) BID BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

PROCUREMENT DEPARTMENT
Rm 120 Municipal Services Building
Philadelphia, PA 19102-1685
FAX: (215) 686-4716

CITY OF PHILADELPHIA

Hugh Ortman
Procurement Commissioner

October 15, 2009

BID NUMBER: S0YC4620
TITLE: Traffic Signal Equipment
DEPARTMENT: STREETS DEPARTMENT
DATE TO OPEN: October 21, 2009 at 10:30 AM

ADDENDUM # 2

TO ALL BIDDERS:

You are hereby notified of the following changes to the above mentioned bid:

Answers to questions submitted attached.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

Buyer, D. Yonke

AUTHORIZED SIGNATURE

FIRM NAME (PRINT)

DATE

DY/cs

Response to Questions for

Bid No SOYC4620 – Traffic Signal Equipment

Question #1 Page 2 Item 1.3.1 Para 1

On page 2 of 25 1.3 CONTRACT TYPE: REQUIREMENT SECTION 1.3.1 – the last sentence reads – “A minimum quantity is not guaranteed”. However, on page 15 of 25 section 2.8 Delivery states – “The vendor shall be required to supply materials within 2 weeks of orders placed by the City. Sufficient quantities shall be maintained to provide a quantity of 1500 of each line item for the first year of the contract”. The questions is -

- a) What will be the quantity of the initial order since the anticipated contract begins November 1, 2009 and leaves little time to prepare should an initial order be placed immediately?
- b) Since it will require some additional time to have inventories in place to service this contract, how much advance notice can be given for the first order?
- c) Please clarify the anticipated quantities during the first year of the contract, as well as the possible, subsequent three renewals.

ANSWER:

The purpose of this contract is to purchase approximately 75,000 LED modules over the first year of the contract period. The second and third year of the contract will have significantly reduced quantities to approximately 1,000 total LED units per year.

In the first year of the contract, the estimated monthly quantity of material will be 6,500 total LED units. Upon issuance of the purchase order an anticipated delivery schedule will be provided to the awarded vendor. Orders will be placed every two weeks with deliveries made within two weeks following the placement of the order.

Question #2 Page Various Item Various Para Various

Payment terms are vague at best with language stating – “Payment is the responsibility of the receiving City Department(s), not the Procurement Department”. Further reference basically says if you have problems with payment – don’t call us, call them. I do not see anywhere where payment terms are defined to a number of days after the invoice has been submitted.

- a) What are the terms for payment?

ANSWER: Invoices will be paid under the standard terms of “Within 30 days of receipt of the invoice.”

- b) Will the City pay invoices, properly submitted, within 30 days?

ANSWER: Invoices submitted properly are normally paid within 30 days of receipt.

- c) *Furthermore, it states one original copy of the invoice must be sent in triplicate to each ordering Department – one original and two “carbon copies – no Photostat copies”. The obvious question is - - Will the City accept Photostat copies?*

ANSWER: Yes, photostat copies can be submitted and will be accepted for copies 2 and 3 of the invoice along with an original invoice.

Question #3 Page 2 Item 1.2.2 Para 1

The bonding requirement will cause an issue with many bonding companies due to the excessive term. The specifications (Section 1.2.2) read one year contract plus the possibility of three more optional years with the LED module supplied being covered for six years under the warranty and an addition six years for the LED that fails within the original six years we could conceivably be looking at a performance bond requirement of sixteen years.

- a) Will the City consider a performance bond for the supply portion only to limit the term of the bond?

ANSWER: The Performance bond needs to be in effect for the period of the Contract – one year plus three renewal periods. Warrantees must remain in effect for the full six years.

Question #4 Page 11 Item 2.2.1 Para “LENS”

Page 11 of 25 under LED specifications under LENS states – “Lens shall be field replaceable, and shall be sealed and evenly compressed with an o-ring gasket without the use of screws or sealants”. This portion of the LED specification appears to be manufacturer specific. We are only aware of one manufacturer who meets this specification.

- a) Can the City list the acceptable manufacturers for this contract?
- b) Will the City accept an LED module that has a Penn DOT approval?
- c) As a follow-up question – Will the city pre-qualify manufacturers?

ANSWER:

The purpose of the field replaceable lens is to provide easier maintenance for field personnel to replace damaged lens in the field. The difficulty of removing and reinstalling screws is the possible loss of the screw and the subsequent inability to properly reattach the lens. The use of captive screws would overcome this problem.

The use of sealants effectively prohibits the field replacement of the lens because of the difficulty of initially breaking the seal and then resealing the lens after its replacement.

In both cases the moisture resistance of the module is compromised when reattaching the lens. The city examined the latest products of the three major manufacturers. Leotek used screws as attachment and Dialight used a permanent sealant. GE used a compression gasket without the use of screws or sealants.

Although Penn DOT approval is a pre-qualifying requirement of the City LED specification, it is not the only requirement as stated in Sections 2.2 and 2.2.1. There are additional requirements stipulated by the City that further define the City’s specifications for the purchase of LED modules for Philadelphia.

At the present time there are no pre-qualified manufacturers. The latest model of each manufacturer’s product line is reviewed by the City and evaluated to conform to the City’s specifications.

Alternates – Any manufacturer is permitted to submit an equivalent product that meets or exceeds the City’s requirements as described in this bid and addendum. Section 1.8.11 of the bid document as well as the Terms and Conditions of Bidding and Contract provides the method for each prospective bidder to submit an alternate product differing from the written bid specification for all items in the bid. Sufficient information of the proposed alternate item shall be submitted with the bid. The Procurement Inspector Service Officer will evaluate all submitted alternate products prior to the selection of the lowest, responsible bidder.

Question #5 Page 11 Item 2.2.1 Para “Electrical”

Page 11 of 25 under LED specifications for Electrical states – “Power supply wires shall not be soldered in place.” Connectors: “Modules are to be 100% sealed and wires must not penetrate the back of housing”.

- a) What exactly does this mean?
- b) We are only aware of one manufacturer who has terminals external to the module housing. Can the City list the acceptable manufacturers for this contract?

ANSWER:

The City is deleting “Power supply wires shall be soldered in place” from the Electrical specification in Item 2.2.1.

Since the intrusion of either moisture or water into the module has a destructive effect on the operation of the LED, the City specification seeks to completely eliminate the possibility of the entrance of moisture. This is best achieved by providing a direct terminal connection through an external connector on the back of the module housing thus, eliminating any openings in the module housing. The necessary wiring connection from the signal head assembly is made by connecting directly to the external terminal point.

The City examined the latest products of the three major manufacturers. Both Leotek and Dialight provide wiring connections passing through an opening in the back of the module housing; GE provides an external terminal connection on the back of the module housing without the wiring passing through the back of the housing.

Alternates – See response to question #4

**Question #6 Page 11 Item 2.2.1 Para “Product Warranty”
 Page 11 Item 2.2.1 “Warranty Period”
 Page 12 Item 2.2.1 “Luminous Intensity”**

Page 11 Section 2.2.1 Paragraph “Product Warranty”

Page 11 Section 2.2.1 Paragraph “Warranty Period”

Page 12 Section 2.2.1 Paragraph “Luminous Intensity”

Please define the intent of the 6-year replacement warranty.

- a) Can the modules be repaired?
- b) Are there any criterion for repair?
- c) If repaired, how is the balance of the warranty impacted?
- d) If the module is replaced as opposed to being repaired, how then is the balance of the warranty impacted?
- e) How will luminous intensity be determined?

ANSWER:

The requirements of the replacement warranty stipulate that the manufacturer at no additional expense shall repair or replace all defective LED modules failing to meet the luminous intensity requirements of the specification. All defective LED modules will be returned to the manufacturer’s local representative for repair of the defective components and returned to the City in complete working order. If the original module cannot be returned to full working order than a replacement unit shall be returned to the City at no additional expense. The manufacturer will determine the extent of repairs necessary to return a unit to full working order.

Warranty of repaired LED modules – The initial 6-year warranty will continue from the original date upon return to the City. The subsequent failure of this repaired unit will require complete replacement of the original unit with a new one.

Warranty of replacement LED modules – All replacement LED modules shall carry the full 6-year warranty required of all new LED modules. This new module will be subject to the same repair/replacement warranty as all new equipment.

Luminous Intensity is tabulated in the ITE specification for all LED modules. The City will identify and remove LED modules that appear to fail the minimum intensity values. Upon testing by the City, all failed modules will be returned to the manufacturer’s local representative under the warranty provisions of the contract.

Question #7	Page 11	Item 2.2.1	Para “Product Warranty”
	Page 11	Item 2.2.1	“Warranty Period”
	Page 12	Item 2.2.1	“Luminous Intensity”

Page 11 Section 2.2.1 Paragraph “Product Warranty”

Page 11 Section 2.2.1 Paragraph “Warranty Period”

Page 12 Section 2.2.1 Paragraph “Luminous Intensity”

Conceptually, if a replacement carries a full 6-year warranty, and is replaced as a result of a warranty issue; and that unit is replaced as a result of a warranty issue; and that unit is replaced as a result of a warranty issue.....This could go on forever.

- a) Is there any limit to the extent of the warranty?

ANSWER: The replacement warranty policy was discussed in detail in the answer to question #6. However, the continuous failure of replacement modules will be a cause of great concern to the City. The integrity of the entire LED traffic signal system would be compromised if numerous examples of multiple failed replacement units persist. The long term consequences of an extended failure rate of a manufacturer’s LED product would be subject to review by our Risk Management department.

Question #8	Page 12	Item 2.3.1	Para 4
-------------	---------	------------	--------

This specifications for the traffic signal housing calls for the housings to be LED ready. This would assume no wiring in the housing. However, the specs call out that the “lead wires shall be color coded red, yellow, green and white.” Please clarify.

ANSWER: Section 2.3.1 Traffic Signal Housing – “Wiring” specification – Revised to read “Terminal Block: The multi-position terminal block shall be attached to the center (yellow) section of the signal head and shall provide terminals capable of future connections to the terminal block with male and female quick slide connectors.”

PROCUREMENT DEPARTMENT
Rm 120 Municipal Services Building
Philadelphia, PA 19102-1685
FAX: (215) 686-4716

CITY OF PHILADELPHIA

Hugh Ortman
Procurement Commissioner

October 20, 2009

BID NUMBER: S0YC4620
TITLE: Traffic Signal Equipment
DEPARTMENT: STREETS DEPARTMENT
DATE TO OPEN: October 21, 2009 at 10:30 AM

ADDENDUM # 3

TO ALL BIDDERS:

You are hereby notified of the following changes to the above mentioned bid:

Subject bid will now open on Thursday, October 29, 2009 at 10:30 AM.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

Buyer, D. Yonke

AUTHORIZED SIGNATURE

FIRM NAME (PRINT)

DATE

DY/cs