

BID OPENING DATE AND TIME

On: APRIL 25, 2011

AT: 10:30 A.M.

BID NO. S1YL6750	PAGE 1 OF 33	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW								
<p>This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%;">DEPARTMENT STREETS</td><td style="width: 50%;">DIVISION SANITATION</td></tr><tr><td colspan="2" style="text-align: center;">AWARDED</td></tr><tr><td colspan="2">DATE</td></tr><tr><td colspan="2">FOR THE PROCUREMENT COMMISSIONER</td></tr></table>			DEPARTMENT STREETS	DIVISION SANITATION	AWARDED		DATE		FOR THE PROCUREMENT COMMISSIONER		<p>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.</p>
			DEPARTMENT STREETS	DIVISION SANITATION							
AWARDED											
DATE											
FOR THE PROCUREMENT COMMISSIONER											
 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685			NAME AND ADDRESS OF FIRM Federal EIN/Social Security Number								
			BUYER D. ISAAC K. OWENS								

TITLE OF BID: SWEEP OFFICERS UNIFORMS & ACCESSORIES

GENERAL INFORMATION

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order 02-05.

While there are no Participation Ranges projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses on an equitable basis with other firms.

For informational purposes only, please describe any such commitments on a separate sheet and identify the subcontractor's name, Commerce Department Office of Economic Opportunity (OEO) Certification Number, and dollar amount/ percentage of work.

BID QUESTIONS

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

BID SECURITY

When applicable, **BIDDERS MUST SUBMIT BID SECURITY.**

BID SIGNATURE

BIDDERS MUST SIGN
PAGE 8 OF THE
"TERMS AND CONDITIONS".

For City Use Only

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

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

Under the authority of Executive Orders No. 02-05, as reauthorized, and 14-08, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity ("OEO").

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

The Office of Economic Opportunity has approved the following projected ranges of participation for this Bid which serve as a guide in determining each bidder's responsibility:

**MBE - BEST EFFORTS
WBE - BEST EFFORTS
DSBE - BEST EFFORTS**

These ranges represent the percentage of MBE, WBE, DBE¹ and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract,

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

it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oEO/directory.

If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited

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

towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A Bid responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Bidder on the contract, if awarded; where the Bid satisfies the M/W/DSBE participation ranges for that contract, the Bidder is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Bidders must submit documentary evidence of MBEs, WBEs and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the Bid as nonresponsive, although the City, at its sole discretion, may allow Bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Bidders should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The bidder's listing of a commitment with an M/W/DSBE constitutes a representation that the Bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the Bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Bidder does not fully meet each of the range(s) for participation established for this Bid, Bidder must explain what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive, although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.
- Provide list of all certifying directories used to solicit participation for this Bid.
- Provide any additional evidence pertinent to Bidder's conduct relating to this Bid including sufficient evidence which demonstrates to the OEO that Bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Bidder's efforts to achieve participation within the ranges, Bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

The bidder's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract

and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the bidder's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the bid is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his/her designee whose decision shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The Successful Bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the Successful Bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the Bid except such rights or remedies that the

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

4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Procurement Commissioner the imposition of sanctions on the Bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Bidder's place of business and/or job site and obtain documents, such as quotations, and information from any Bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain a Bidder's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The Successful Bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The Successful Bidder agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The Successful Bidder's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend/Debar the Successful Bidder from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment

shortfall. (**NOTE:** The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: SWEEP OFFICERS UNIFORMS AND ACCESSORIES

1.2 CONTRACT TERM: 06/1/2011 to 05/31/2012 (“Initial Term”), with an option to renew for up to **three (3)** additional **one (1)** year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

1.2.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the “Renewal Notice”) notifying the Contractor that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City’s Renewal Notice, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.

1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 1.3.2, and failure to do so shall be an event of default pursuant to Section 16, Default, of the attached Terms and Conditions of Bidding and Contract.

If participation in the City’s Master Performance Security Program is required under this Invitation and Bid, Contractor shall pay the required annual fee for such participation for each Renewal Term upon the issuance of the Renewal Notice.

1.3 CONTRACT TYPE: REQUIREMENTS

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1.3.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed. Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

1.3.2 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 succeeding fiscal year/years by City Council. The City's fiscal year is from July 1st to June 30th inclusive.

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

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

1.4 **METHODOLOGY OF ACQUISITION:** Purchase only.

1.5 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **Sweep Officers Uniforms and Accessories** for the Street Department as specified herein during the contract period.

1.6 **BID SECURITY**

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

All bids submitted with a total greater than \$30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for July 1, 2010 to June 30, 2012 are not required to provide Bid Security if

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their bid total is \$500,000.00 or less (per paragraph 2 of “Terms and Conditions of Bidding and Contract”).

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

Bids Opening July 1, 2010 through June 30, 2012

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2010 – June 30, 2012** by submitting a check in the amount of **\$175.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*.

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

1.7 BID INFORMATION:

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

1.8 BID SUBMISSION:

- 1.8.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.8.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.8.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.

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- 1.8.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.8.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.8.6 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

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

Prime or subcontractor's LBE Certification Number_____

If applicable:
Subcontractor's Name_____

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

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1.8.7 All bids submitted where the bid total is greater than \$30,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract".

1.8.8 **CONTACT PERSON(S):**

PRE-AWARD:

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

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Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

1.8.9 **ALTERNATES SUBMITTED**

If an alternate to any item is offered, bidder must follow instructions in Paragraph 4 of "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.

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Failure to state alternates will obligate bidder to provide material and/or service specified in the bid; see also 1.8.11 below.

Any other product information submitted by bidder in connection with this bid is for purposes of product description, information and specification only. Bidder 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.

1.8.10 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by addressing a letter or fax (fax # 215-686-4716) to the Buyer. **Questions, whether phoned or faxed, should 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.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.9 **BIDDER QUALIFICATION:**

1.9.1 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Invitation and Bid;

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Address: _____

Contact: _____

Phone #: _____

Type Work: _____

Years dealing
w/your firm: _____

SECTION 2:

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

P.O./Contract
Number: _____

Department: _____

Contact Name: _____

Phone #: _____

Item(s): _____

NOTE: Do not provide the name and phone number of a Procurement Department Buyer in this section. Contact name(s) and phone number(s) must be from a City ordering department.

SECTION 2: SPECIFICATIONS

The successful bidder shall be required to provide the City of Philadelphia's **Streets Department, Sanitation Division** with **SWEEP OFFICERS UNIFORMS AND ACCESSORIES** AS SPECIFIED IN Section 2 and 5 of this Invitation and Bid.

2.1 **GENERAL REQUIREMENTS**

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A. NEW ITEMS

All apparel furnished must be of current manufacture, be newly manufactured and warranted as new.

B. ALTERATIONS

Alterations – When alterations are necessary to assure a neat fit, Vendor shall make these alterations promptly and without additional Charge to the City. Alterations at no additional charge to the City would include: shortening a sleeve or a pants leg, letting out a seam and altering seat and/or waist. Alterations shall be completed within thirty (30) days.

C. LABELING

All garments shall have permanent washing label indicating size, fiber content and instructions for laundering.

D. WORKMANSHIP

Shall be first class in every particular; garments shall be well made, finished and clean. If, upon inspection by the requisitioner, defective garments are detected, such defects shall be replaced promptly by vendor at no cost to the City or employee.

E. SIZES: STOCK MUST BE AVAILABLE IN THE FOLLOWING SIZES:

Small to Extra Large (Male and Female Sizes)
 Jackets: 38 to 52 Regular and Long
 Shirts, male: 14-1/2 to 20
 Shirts, female: 30 to 48
 Trousers, men's: 28 to 52 waist
 Trousers, female: 6 to 20 (equivalent)

NOTE: SPECIAL SIZES WILL BE SPECIAL ORDERED AS REQUIRED

F. PICK-UP AND PACKAGING INFORMATION

UNIFORMS WILL NOT BE DELIVERED BY THE VENDOR. Streets Department personnel will be individually fitted and pick-up their uniforms and accessories at the successful bidder's location.

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The successful vendor must be located within a Twenty-Five (25) mile radius of City Hall to be able to effectively satisfy the “over-the-counter” service requirements of individual customers.

Items selected and ordered must be available for pick-up within thirty (30) calendar days after the order is placed. Commercial packaging is required.

The successful vendor will be required to provide the following information about their designated “CUSTOMER SERVICE/DISTRIBUTION POINT”.

Contact Name _____

Telephone No. _____

Vendor’s (or Agent’s) Location for Service/Pick-ups

Working hours _____

G. REJECTIONS

If successful bidder provides an item that does not meet specifications, the City will reject the garment, stating the reasons for the rejection and the successful bidder shall be given (30) days to replace garment with one that meets specifications.

H. EMBLEMS

The vendor shall supply all required emblems to be sewn on uniforms and accessories at no additional charge to the City. (Note: Emblem for Items shall be made to fit the Item-i.e., the emblem for the baseball hat will not be the same size that is on the winter coat).

SPECIFIC REQUIREMENTS

Detailed specifications for each the following items are provided hereinafter as Attachment 1, Procurement Department Specifications 7-S-4A: 2000 and 7-U-33d: 2000 to this Invitation and Bid.

30835 010 010

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2.1.1 Shirt, Men's Long Sleeve, 150 EA.

30835 010 012

2.1.2 Shirt, Men's, Short Sleeve, 150 EA.

30835 010 034

2.1.3 Trousers, Men's, Winter, 120 PR.

30835 010 150

2.1.4 Trousers, Men's, Summer, 120 PR.

30835 010 035

2.1.5 Trousers, Women, Winter, 100 PR.

30835 010 033

2.1.6 Trousers, Women, Summer, 100 PR.

30835 010 151

2.1.7 Jacket, New Generation 2 Outerwear System, 50 EA.

30835 010 011

2.1.8 Shirt, Women's, Long Sleeve, 100 EA.

30835 010 153

2.1.9 Shirt, Women's, Short Sleeve, 100 EA.

30835 010 066

2.1.10 Shoes, Men's Walking, Oxford, 60 PR.

30835 010 064

2.1.11 Shoes, Women's Walking, Oxford, 40 PR.

30835 010 169

2.1.12 Shoes, Men's, Walking, Athletic, 60 PR.

30835 010 065

2.1.13 Shoes, Women's, Walking, Athletic, 40 PR.

30835 010 105

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2.1.14 Boots, Winter, Men's, 30 PR.

30835 010 106

2.1.15 Boots, Winter, Women, 20 PR.

30835 010 082

2.1.16 Necktie, 150 EA.

30835 010 090

2.1.17 Rainwear, 50 EA.

30835 010 155

2.1.18 Boots, Men's, Rubber, Slush, 30 PR.

30835 010 154

2.1.19 Boots, Women's Rubber, Slush, 20 PR.

30835 010 110

2.1.20 Holder, Forms, 30 EA.

30835 010 170

2.1.21 Coat, Winter, (5 in 1 Parka) 50 EA.

30835 010 122

2.1.22 Briefcase, Soft, 30 EA.

30835 010 111

2.1.23 Name Plate, 75 EA.

30835 010 175

2.1.24 Gloves, Winter, 50 PR.

30835 010 072

2.1.25 Hat, 8 Point, 50 EA.

30835 010 073

2.1.26 Hat, Baseball Style, 100 EA.

30835 010 112

2.1.27 Badge, Breast, 50 EA.

30835 010 070

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2.1.28 Hat, Trooper, 50 EA.

30835 010 050

2.1.29 Belt, Garrison, 100 EA.

30835 010 021

2.1.30 Sweater, Cardigan, Zipper, 100 EA.

30835 010 071

2.1.31 Badge, Hat, 50 EA.

30835 010 140

2.1.32 Shirt, Short Sleeve, Summer Bike 10 EA.

30835 010 141

2.1.33 Shirt, Golf, Long Sleeve, Black, 10 EA.

30835 010 158

2.1.34 Jacket, Lined, 10 EA.

30835 010 159

2.1.35 Pants, Lined, Bicycle, 10 EA.

30835 010 160

2.1.36 Pants, Unlined, Bicycle, 10 EA.

30835 010 161

2.1.37 Shorts, Unlined, Bicycle, 10 EA.

30835 010 162

2.1.38 Shorts, Lined, Bicycle, 10 EA.

30835 010 165

2.1.39 Undershirt, Thermoclimate, 80 EA.

30835 010 166

2.1.39.1 Undershirt, Thermoclimate (3-XL), 20 EA.

30835 010 167

2.1.40 Underpants, Thermoclimate, 80 EA

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30835 010 168

2.1.40.1 Underpants, Thermoclimate (3-XL), 20 EA

30835 010 164

2.1.41 Radio Holder, 50 EA

2.2 In Section 5 “Pricing”, bidders are requested to provide the unit price of the listed item, in the unit of measure indicated. Prices quoted must remain firm for the initial term of the contract. Prices quoted must not contain more than three (3) decimal places.

2.3 **WARRANTY**

Bidders will quote on their newest inventory or items in production at the time of bid opening. Bids on other than new items will not be acceptable. The product must be guaranteed to be free from all defects. All apparel issued under this contract must carry a minimum **NINETY (90) DAY** warranty that begins when delivery is accepted by the City. During the warranty period, the vendor shall provide and make all necessary repairs and adjustments and/or provide replacements at no additional charge to the City.

2.4 **DELIVERY LOCATION**

PICK-UP ONLY (SEE PARA. 2.1F)

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION**

3.1.1 Bid will be evaluated by the Procurement Department.

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

3.1.3 Bids which are determined to be non-responsive for reasons of:

- (i) improper bid security
- (ii) improper bid execution
- (iii) incompleteness
- (iv) offering counter terms and conditions
- (v) improper or incomplete execution of OEO documents

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

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

3.2 AWARD:

3.2.1 This Invitation and Bid shall be awarded to as a whole to the lowest responsive and responsible bidder. Bidder must bid all items to be eligible for award.

3.2.2 If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$30,000.00 and awarded as a whole or by section.

3.2.3 Performance Security

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

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

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

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

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

3.2.5 **INSURANCE:**

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

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

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

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SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

- (i) Upon contract conformance of a Firm Limit bid, the Procurement Department shall apply the department's requisition against the contract and issue a purchase order for product and/or service awarded.
- (ii) Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the product and/or service is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

4.1.2 Invoices shall be submitted after delivery and acceptance of the Product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information as specified in Section 4.2.10., this is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.10 will be rejected for correction.

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 vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

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Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number bid schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

4.2 **VENDOR RESPONSIBILITY**

- 4.2.1 Contractor 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 Contractor 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 Contractors may deliver products, services or equipment up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 **DELIVERY:**
- Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. **VENDOR NOTE:** In Section 5, specify delivery if other than 30 days.

4.2.4.1 Liquidated Damages

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

- 4.2.5 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
 - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.6 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.
- 4.2.7 For delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.8 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.9 **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 Contractor.
- 4.2.10 **Invoices/Receipts**
- 4.2.10.1 Successful bidder(s) agrees not to invoice more than once per month per purchase order.

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- 4.2.10.2 Invoices should be sent in triplicate to each ordering department: One (1) original and two (2) carbon copies of fully itemized invoices (no photostat copies). Failure to submit invoices in the form noted below will cause a delay in payment.
- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
 - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
 - (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
 - (d) The invoice must show the quantity and type of item or service and the price.
 - (e) 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.

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4.3 **PRICE INCREASE OR DECREASE:**

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

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

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

or

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

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

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

NOTE: Price decreases may be forwarded to the Procurement Department buyer, in writing at any time during the contract period, to include any renewal period (s).

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

Please Note: Bidders shall follow Instructions referenced in Paragraph 1.8.11 of the Invitation and Bid for Alternates that are submitted in section 5, Pricing.

SECTION 5: PRICING

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

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

		<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
5.1 Sweep Officers Uniforms and Accessories					
	30835 010 010				
5.1.1	Shirt, Men's Long Sleeve	150	EA	\$_____	\$_____
	State Brand: _____				
	State Model No.: _____				
	30835 010 012				
5.1.2	Shirt, Men's Short Sleeve	150	EA	\$_____	\$_____
	State Brand: _____				
	State Model No.: _____				
	30835 010 034				
5.1.3	Trousers, Men's, Winter	120	PR	\$_____	\$_____
	State Brand: _____				
	State Model No.: _____				

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		<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
5.1.4	30835 010 150 Trousers, Men's, Summer	120	PR	\$_____	\$_____
	State Brand: _____				
	State Model No.: _____				
5.1.5	30835 010 035 Trousers, Women, Winter	100	PR	\$_____	\$_____
	State Brand: _____				
	State Model No.: _____				
5.1.6	30835 010 033 Trousers, Women, Summer	100	PR	\$_____	\$_____
	State Brand: _____				
	State Model No.: _____				
5.1.7	30835 010 151 Jacket, New Generation 2 Outwear System	50	EA	\$_____	\$_____
	State Brand: _____				
	State Model No.: _____				
5.1.8	30835 010 011 Shirt, Women's Long Sleeve	100	EA	\$_____	\$_____
	State Brand: _____				
	State Model No.: _____				

QTY. UNIT UNIT TOTAL

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			<u>PRICE</u>	<u>AMOUNT</u>
5.1.9	30835 010 153 Shirt, Women's, Short Sleeve	100	EA	\$_____ \$_____
	State Brand: _____			
	State Model No.: _____			
5.1.10	30835 010 066 Shoes, Men's Walking, Oxford	60	PR	\$_____ \$_____
	State Brand: _____			
	State Model No.: _____			
5.1.11	30835 010 064 Shoes, Women's Walking, Oxford	40	PR	\$_____ \$_____
	State Brand: _____			
	State Model No.: _____			
5.1.12	30835 010 169 Shoes, Men's Walking, Athletic	60	PR	\$_____ \$_____
	State Brand: _____			
	State Model No.: _____			

QTY. UNIT UNIT PRICE TOTAL AMOUNT

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5.1.13 **30835 010 065**
Shoes, Women's Walking,
Athletic 40 PR \$_____ \$_____

State Brand: _____

State Model No.: _____

5.1.14 **30835 010 105**
Boots, Winter, Men's 30 PR \$_____ \$_____

State Brand: _____

State Model No.: _____

5.1.15 **30835 010 106**
Boots, Winter, Women's 20 PR \$_____ \$_____

State Brand: _____

State Model No.: _____

5.1.16 **30835 010 082**
Necktie 150 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

5.1.17 **30835 010 090**
Rainwear 50 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

QTY. UNIT UNIT TOTAL
PRICE AMOUNT

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5.1.18 **30835 010 155**
Boots, Men's Rubber,
Slush 30 PR \$_____ \$_____
State Brand: _____
State Model No.: _____

5.1.19 **30835 010 154**
Boots, Women's Rubber,
Slush 20 PR \$_____ \$_____
State Brand: _____
State Model No.: _____

5.1.20 **30835 010 110**
Holder, Forms 30 EA \$_____ \$_____
State Brand: _____
State Model No.: _____

5.1.21 **30835 010 170**
Coat, Winter, (5 in 1 Parka) 50 EA \$_____ \$_____
State Brand: _____
State Model No.: _____

5.1.22 **30835 010 122**
Briefcase, Soft 30 EA \$_____ \$_____
State Brand: _____
State Model No.: _____

QTY. UNIT UNIT TOTAL
PRICE AMOUNT

30835 010 111

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5.1.23 Name Plate 75 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 175

5.1.24 Gloves, Winter 50 PR \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 072

5.1.25 Hat, 8 Point 50 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 073

5.1.26 Hat, Baseball Style 100 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 112

5.1.27 Badge, Breast 50 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

QTY. UNIT UNIT PRICE TOTAL AMOUNT

30835 010 070

5.1.28 Hat, Trooper 50 EA \$_____ \$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6750	PAGE OF 30 33
		FIRM NAME (Must be filled in)	

State Brand: _____

State Model No.: _____

5.1.29 **30835 010 050**
Belt, Garrison 100 EA \$ _____ \$ _____

State Brand: _____

State Model No.: _____

5.1.30 **30835 010 021**
Sweater, Cardigan, Zipper 100 EA \$ _____ \$ _____

State Brand: _____

State Model No.: _____

5.1.31 **30835 010 071**
Badge, Hat 50 EA \$ _____ \$ _____

State Brand: _____

State Model No.: _____

5.1.32 **30835 010 140**
Shirt, Short
Sleeve, Summer Bike 10 EA \$ _____ \$ _____

State Brand: _____

State Model No.: _____

QTY. UNIT UNIT PRICE TOTAL AMOUNT

5.1.33 **30835 010 141**
Shirt, Golf, Long

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6750	PAGE OF 31 33
		FIRM NAME (Must be filled in)	

Sleeve, Black 10 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 158
5.1.34 Jacket, Lined 10 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 159
5.1.35 Pants, Lined, Bicycle 10 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 160
5.1.36 Pants, Unlined, Bicycle 10 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 161
5.1.37 Shorts, Unlined, Bicycle 10 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

QTY. UNIT UNIT PRICE TOTAL AMOUNT

30835 010 162
5.1.38 Shorts, Lined, Bicycle 10 EA \$_____ \$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6750	PAGE OF 32 33
		FIRM NAME (Must be filled in)	

State Brand: _____

State Model No.: _____

30835 010 165

5.1.39 Undershirt, Thermoclimate 80 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 166

5.1.39.1 Undershirt, Thermoclimate (3-XL)

20 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 167

5.1.40 Underpants, Thermoclimate 80 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

30835 010 168

5.1.40.1 Underpants, Thermoclimate (3-XL)

20 EA \$_____ \$_____

State Brand: _____

State Model No.: _____

<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
-------------	-------------	-------------------	---------------------

30835 010 164

5.1.41 Radio Holder 50 EA \$_____ \$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1YL6750	PAGE OF 33 33
		FIRM NAME (Must be filled in)	

State Brand: _____

State Model No.: _____

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

BIDDER SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

**SPECIFICATIONS FOR
SWEEP OFFICERS
UNIFORMS**

(PARAGRAPHS 2.1.1 - 2.1.41)

SENTRY DELUXE SPECIFICATION
30835 010 010 (para. 2.1.1)
Men's Long Sleeve Shirt
PLAIN FRONT

Horace Small 1148 STYLE # for reference only

FABRIC

Solid: A VISA treated fabric, 100% Dacron Polyester, Texturized Woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling.

Heather: 100% Dacron Polyester, Texturized Woven. Weight 8-8.5 oz. per yard. 2 ply warp and filling.

CREASING

Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.

FRONT

To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. A selflined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button.

COLLAR

To be die cut. The back of the stand is to measure 1-1/2". The points are to be 2-7/8" in length and top stitched 1/4" from edge. The interlinings are to be 100% Polyester, 250 Denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button.

YOKE

Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band 2-1/2 at outside edge of yoke. 1/16" topstitch.

SLEEVES

Each sleeve shall have 2 plackets 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/2" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining.

POCKETS

Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1-3/8" wide. Velcro 3/8" wide and 1" long to be placed on each pocket to secure Velcro placed on each flap.

30835 010 010

(para 2.1.1 cont'd)

FLAPS

To be die cut, creased and scalloped, finishing 5-1/2" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and 1" long to be placed on edges of each flap to secure Velcro placed on pockets. Flaps to be lined with crease 'n' tack interlining.

BADGE TAB

Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap.

SHOULDER STRAPS

To be sewn into sleevehead seam and measure approximately 1-7/8" tapering to 1-1/2" with end pointed. Straps to be set approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack.

SHIRT LABELING

Each garment will be identified by permanent size, lot number, cut number, fiber content, WPL and care instructions labeling.

BUTTONS

To be a melamine button dyed to match the fabric color. 20 ligne.

PACKING

Shirts to be polybagged individually.

EMBLEM

Sewn on left sleeve

NAME PATCH

Name patch, self goods, to be sewn above right pocket.

WARRANTY

One year against workmanship or fabric defects.

NEW DIMENSION SPECIFICATIONS

30835 010 012 (para 2.1.2)

Men's Short Sleeve Shirt

Horace Small HS1211 STYLE # for reference only

FABRIC

Horace Small "3D" stretch poplin with micro comfort finish (for reference only). 4-1/2 oz. sq. yd. 62% Dacron Polyester/38% Combed Cotton with 9-11% filling stretch to enhance comfort and mobility. Protect by licensed Scotchgard meeting 3M test standards.

CREASING

Pockets, pocket flaps and shoulder straps to be die creased to give uniform shape and size. The two military creases in front and three in back of each shirt must incorporate a permanent modified silicone crease produced by the "Lintrak System".

FRONT

Left front to have a self fabric center pleat 1-1/2" wide with an approximate 3" turnback extending from collar to bottom of shirt. It shall have two rows of stitching 7/8" apart. The center pleat shall be lined with 100% Polyester. Right front to have approximate 3" turnback extending from collar to bottom of shirt. The right front shall have 7 buttons. *Navy to have Metal Button Feature.

COLLAR

To be die cut. Convertible collar is to measure approximately 2-7/8" long at points and to be topstitched 1/4" from edge. The interlinings are to be 100% Polyester, 250 Denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf.

YOKE

Two ply yoke of self good in filling direction to enhance stretch. Yoke shall measure approximately 2-3/4" at bottom center of collar and 2-1/2" at outside edge of yoke. 1/16" topstitch.

SLEEVES

Sleeves are to be one piece, have a 7/8" hem and finish 9-1/2" to 9-3/4" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bartacked at the hem.

POCKETS

Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have sewn through pencil opening 1-3/8" wide. Velcro 3/8" wide and 1" long to be placed on each pocket to secure Velcro placed on each flap.

30835 010 012

(para. 2.1.2 cont'd)

FLAPS

To be die cut, creased and scalloped, finishing 5-1/2" width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" in width. Velcro 3/8" wide and 1" long to be placed on edges of each flap to secure Velcro placed on pockets. Flaps to be lined with crease "n" tack interlining.

BADGE TAB

Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-14" apart with the lower buttonhole approximately 1" above the flap.

SHOULDER STRAPS

To be sewn into sleevehead seam and measure approximately 1-7/8" tapering to 1-1/2" with end pointed. Straps to be set approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease "n" tack.

SHIRT LABELING

Each garment will be identified by permanent size, lot number, cut number, fiber content, WPL and care instructions labeling.

BUTTONS

To be a melamine button dyed to match the fabric color. 20 ligne.

NAME PATCH

Name patch, self goods, to be sewn above right pocket.

PACKING

Shirts to be polybagged individually.

WARRANTY

Each shirt shall be warranted against workmanship or fabric defects for one full year.

EMBLEM

Shall be sewn on left sleeve.

253ST - Silver Tan

30835 010 034 (para 2.1.3)
Male Winter Trousers
Horace Small #NP2101

FEATURES

BELT LOOPS 2 ¼• Width, Inserted into the Top and Bottom of Band

BLEND 55% Polyester/45% Wool

CARE Dry Clean Only

CLOSURE French-Fly on Men's Styles

CREASES Silicone Permanent Creases

- Bartacks at All Stress Points

OTHER

- Crotch Lining on Men's Styles

POCKET

- Quarter-Top Front Pockets
- Single-Welt Back Pockets with Button-Down Flaps
- Men's Style: 2• Snugtex®

WAISTBAND

- Women's Style: 2• with Side Elastic Inserts

STATE AND LOCAL DNR PROGRAM SPECIFICATIONS
30835 010 150 (para 2.1.4)
Men's Trouser New Cotton Summer Pants
Horace Small NP2102 STYLE # For reference only

FABRIC

LMA Twill, (for reference only) color DNR Green, "Walking Tall" 65% Fortrel Polyester/35% Combed Cotton. 8 oz. per sq. yard, 3 x 1 right hand twill. Post cured finish. Vat dyed.

DESIGN

Traditional quarter top pocket style, watch pocket, with two hip pockets, waistband and hook and eye closure.

WAISTBAND

The waistband shall be 2 inches wide and shall be closed with a crush proof hook and eye, the eye being bartacked for stability. This finished waistband curtain, 2-1/2 inches wide, shall be attached with a rocap machine. Raw edges of the waistband are not to show under the waistband curtain. Trousers shall have Ban-Rol waistband stabilizer sewn into the waistband on the front of the trousers from side seam to side seam. Trousers are to be made with a continuous closed waistband using the closed corner method. The Browne method will not be acceptable. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.

LINING FABRIC

The lining used for pockets, waistband lining, and fly lining shall be 75% polyester/25% cotton with a minimum thread count of 86 x 56. Color shall be black. The weight is 3.0 yds/lb.

ZIPPER

The trousers shall be closed with a YKK#45 brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting semi-auto-lock slider. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.

WATCH POCKET

In waistband seam type, 3 inch opening, 3 inch deep bartacked at each end of the opening. Backside of pocket shall be self material and front side shall be lining material.

FRONT POCKETS

The front pockets shall be quarter top type having a minimum opening of 6 inches and shall be 6 inches deep from bottom of opening. Facing shall be a minimum of 1- 3/4 inches. The front pockets shall be stitched, turned and restitched. Ends of pocket opening shall be

bartacked.

30835 010 150
(para. 2.1.4 cont'd)

HIP POCKETS

Reece double welt slash style, 5-1/2 inches at opening, 6 inches deep. Ends of opening shall be bartacked. Facing shall be a minimum of 1-1/2 inch deep of self material on the body side. Pockets to be constructed of lining fabric and shall continue into waistband seam to prevent sagging. Left pocket to have tab and button closure. Pockets shall be folded and top stitched.

BELT LOOPS - DARTS

Seven belt loops to be caught in upper and lower waistband seams except back center loop which shall be bartacked. Belt loops to be 3/4 inches wide and must accommodate a 2 inch belt. One dart shall extend from each hip pocket to the waistband seam.

FLY AND CROTCH

Left fly to extend minimum of 3/8 inch beyond slide fastener tape to keep it concealed. Fly shall be bartacked at bottom of fly curve. Right fly lining to extend down to junction of side and seat seams. Right and left flies and zipper tape shall bartacked together inside at bottom left corner.

SEAMS AND STITCHING

Waistband, fly, facing and slide fastener stitching shall be lockstitch (301). Seat seam to be stitched with two rows of tandem needle chains (401) stitching. Inseams and outseams shall be chain stitched (401) and seams pressed open. Bottom hem shall be turned inside 1-3/8 inches and blind stitched. Minimum stitches per inch shall be 8 except blind stitching which shall be a minimum of 5. All exposed inside seams are to be serged.

THREAD

The thread for all sewing operations shall be Polyester core, dyed to match shade of self material.

FIT

Trousers shall be full waisted and moderately trim fitting in seat, thigh and knee.

FINISHING AND PRESSING

All trousers are to be made in a workmanship manner to show no raw edges or defective stitching or materials in any part of the garment. ALI trousers are to be inspected during manufacturing, and at final trimming and packing.

SIZE TAG

The trouser shall have a sewn in label giving care instructions and an outside waistband label which will be marked with lot number, size, fiber content and WPL number. The permanent size label shall be sewn inside on the hip pocket.

30835 010 150
(para. 2.1.4 cont'd)

WARRANTY

One year against workmanship or fabric defects.
9743 - DNR Green

SPECIAL INSTRUCTIONS

The front and rear crease in the trouser legs must incorporate a permanent and modified silicone crease produced by the "Lintrak System". There shall be a 1" black cloth stripe to the waistband.
1753 -- - Forest Green

30835 010 035 (para 2.1.5)
Female Winter Trousers
Horace Small #NP2105 For reference only

FEATURES

BELT LOOPS 2 ¼• Width, Inserted into the Top and Bottom of Band

BLEND 55% Polyester/45% Wool

CARE Dry Clean Only

CLOSURE French-Fly on Men's Styles

CREASES Silicone Permanent Creases

- Bartacks at All Stress Points

OTHER

- Crotch Lining on Men's Styles

POCKET

- Quarter-Top Front Pockets
- Single-Welt Back Pockets with Button-Down Flaps
- Men's Style: 2• Snugtex®

WAISTBAND

- Women's Style: 2• with Side Elastic Inserts

30835 010 035
(para. 2.1.5 cont'd)

STRIPE

There shall be a 1" Black Nylon stripe sewn down side of legs from waistband down.

FLY

Trouser shall have a metal memory lock zipper. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic cloth (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same fabric as the waistband curtain and pocketing. The fly lining shall be sewn to the left fly below the zipper in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape.

BELT LOOPS

There shall be a minimum of five belt loops, of which are to be Keystone style. Keystone loops shall measure 1 3/4" in width at the top and 1 1/4" at the bottom. The center back loop shall be a 3/4" wide straight loop. The Keystone loops shall be sewn into the bottom of the waistband and the top of the loops shall be caught into the waistband curtain seam with a Rocap machine. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband.

SEAT

Seat outlet to measure a minimum of 2 3/4" to allow for alterations. Seat must be sewn with a Tandem Needle Machine.

PRESSING & FINISHING

Trouser must be neatly pressed on hothead presses and properly shaped. Outseams and insams must be pressed open. Trouser must be cleaned and finished in such a manner that there are not loose threads.

LABELS

Slacks must have a care label permanently affixed that also indicates the size. A paper ticket showing the size, fabric content, cut number, and WPL number must be on the outside of the waistband. Each size ticket must state both the size designation and the actual waist measurement and hip measurement. California Department of Corrections certification label to be sewn in waistband. Garment must be made in the United States of America and bear a union label.

30835 010 035
(para. 2.1.5 cont'd)

SIZES

Ladies trouser must be sized as illustrated in the following chart:

SIZES:	6	8	10	12	14	16	18	20	22	24	26
WAIST MEASUREMENT:	26"	27"	28"	30"	32"	34"	36"	38"	40"	42"	44"
HIP MEASUREMENT:	37"	38"	39"	41"	43"	45"	47"	49"	51"	53"	55"

STATE AND LOCAL DNR PROGRAM SPECIFICATIONS
30835 010 033 (para 2.1.6)
Women's Trousers
Cotton Pants Summer
Horace Small NP2103 STYLE # for reference only

FABRIC

LMA Twill, (for reference only) color DNR Green "Walking Tall" 65% Fortrel Polyester/35% Combed Cotton. 8 oz. per square yard, 3 x 1 right hand twill. Post Cured finish. Vat dyed. Scotchgard Soil Release.

DESIGN

Traditional quarter top pocket style, watch pocket, with two hip pockets, waistband and hook and eye closure. Ladies pattern must be used.

WAISTBAND

The waistband shall be 2 inches wide and shall be closed with a crush

proof hook and eye, the eye being bartacked for stability. This finished waistband curtain, 2 inches wide, shall be attached with a rocap machine. Raw edges of the waistband are not to show under the waistband curtain. Trousers shall have Ban-Rol waistband stabilizer sewn into the waistband on the front of the trousers from side seam to side seam. Trousers are to be made with a continuous closed waistband using the closed corner method. The Browne method will not be acceptable. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.

LINING FABRIC

The lining used for pockets, waistband lining, and fly lining shall be 75% polyester/25% cotton with a minimum thread count of 68 x 54. Color shall be black. The weight is 3.0 yds/lb.

ZIPPER

The trousers shall be closed with a YKK #45 brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting semi-auto-lock slider. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and right fly lining. The right and left fly shall be joined by additional bartack located below the bottom zipper stop on the inside of the trouser.

(30835 010 033
(para 2.1.6 cont'd)

WATCH POCKET

In waistband seam type, 2-1/2 inch opening, 3 inch deep bartacked at each end of the opening. Backside of pocket shall be self material and front side shall be lining material.

FRONT POCKETS

The front pockets shall be quarter top type having a minimum opening of 5-1/2 inches and shall be 6 inches deep from bottom of opening. Facing shall be a minimum of 1-1/4 inches. The front pockets shall be stitched, turned and restitched. Ends of pocket opening shall be bartacked.

HIP POCKETS

Reece double welt slash style, 5 inches at opening, 5 inches deep. Ends of opening shall be bartacked. Facing shall be a minimum of 1-1/2 inch deep of self material on the body side. Pockets to be constructed of lining fabric and shall continue into waistband seam to prevent sagging. Left pocket to have tab and button closure. Pockets shall be folded and toped stitched.

BELT LOOPS - DARTS

Seven belt loops to be caught in upper and lower waistband seams except back center loop which shall be bartacked. Belt loops to be 3/4 inches wide and must accommodate a 2 inch belt. One dart shall extend from each hip pocket to the waistband seam.

FLY AND CROTCH

Left fly to extend minimum of 3/8 inch beyond slide fastener tape to keep it concealed. Fly shall be bartacked at bottom of fly curve. Right fly lining to extend down to junction of side and seam seams. Right and left flies and zipper tape shall be bartacked together inside at bottom left corner.

SEAMS AND STITCHING

Waistband, fly, facing and slide fastener stitching shall be lockstitch (301). Seat seam to be stitched with two rows of tandem needle chains (401) stitching. Inseams and outseams shall be chain stitched (401) and

seams pressed open. Bottom hem shall be turned inside 1-3/8 inches and blind stitched. Minimum stitches per inch shall be 8 except blind stitching which shall be a minimum of 5. All exposed inside seams are to be serged.

THREAD

The thread for all sewing operations shall be Polyester core, or 100% spun polyester, dyed to match shade of self material, conforming to ticket number 50-2 or 3 ply and 70-2 or 3 ply of MIL-T-43548. All lockstitch (301) shall use 50 ply, for the looper, (401) shall use 50 ply for the needle and 70 or 50 ply for the looper, overedging (503 and 504) shall use 70 ply, and safety stitching (515 and 516) shall use 50 ply for the needle thread and 70 ply for other threads.

(30835 010 033
(para 2.1.6 cont'd)

FIT

Trousers shall be full waisted and moderately trim fitting in seat, thigh and knee.

FINISHING AND PRESSING

All trousers are to be made in a workmanship manner to show no raw edges or defective stitching or materials in any part of the garment. All trousers are to be inspected during manufacturing, and at final trimming and packing.

SIZE TAG

The trouser shall have a sewn in label giving care instructions and an outside waistband label which will be marked with lot number, size, fiber content and WPL number. The permanent size label shall be sewn inside on the hip pocket.

WARRANTY

One year against workmanship or fabric defects.

9843 - DNR Green

SPECIAL INSTRUCTIONS

The front and rear crease in the trouser legs must incorporate a permanent and modified silicone crease produced by the "Lintrak System". There shall be a 1" black cloth stripe to the waistband.

1753 - - Forest Green

NEW GENERATION 2 OUTERWEAR SYSTEM SPECIFICATIONS

30835 010 151 (para 2.1.7)

Jacket

Horace Small STYLE #3803SA1 for reference only

FABRIC

Outershell: Brookwood Technique, Poplin Weave, Everdry Finish for stormproof protection

Content: 100% Tactel Nylon, 3-3.25 oz./sq. yard

Permanent Lining: 104 x 86 thread count. 70 Denier Nylon Taffeta

DESIGN

The jacket shall be a full cut, waist length model with 2-way zipper front, zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout with body and sleeves being fully lined.

BODY DETAIL

The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2-1/2" shirred waistband with 2-1/2" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5-1/2" on either side of the front opening. There shall be side zipper entry on either side, approximately 11" in length and secured by a nylon zipper and snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. There shall be a 1-1/2" wide inside fly from the bottom of the collar to the bottom of the waistband.

INSIDE DETAIL

On the left side of the coat, there shall be a gun pocket installed on the permanent lining of the coat to accept a small frame hand gun. The gun pocket shall have a minimum opening of 4-1/2" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closing. Bartacks shall reinforce the opening. There shall be two cutin pockets on the left and right sides measuring approximately 5-1/4" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip-in-liner.

SLEEVES

The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have velcro and elastic for adjustable fit.

POCKETS

There shall be two patch pockets with box pleats, finishing approximately 6-1/4" wide and 7-1/2" deep. Flaps shall be scalloped and self line. They shall close with velcro on the side points and with a centered buttonhole. The pockets shall be self-lined with an opening of approximately 5-1/2" on the side. The left patch pocket is to have a

pencil opening at the top of the flap. Both pockets and the flaps are to be bartacked.

30835 010 151
(para. 2.1.7 cont'd)

COLLAR

The stand-up collar shall be made using self material. It shall be interlined with Pellon. There shall be an option for a detachable hood and fur collar using Orlon pile. This collar is to be attached to the permanent collar with buttons and buttonholes.

EPAULETS

The epaulets shall be made of self goods. There shall be sewn into the sleeve head seam, "X" stitched, and tacked to the jacket at the neck.

EMBLEM

Sewn on left sleeve

BADGE TAB

The badge tab shall be made of the outer fabric. 1" wide with 2 metal eyelets spaced 3/4" vertically apart. It shall be centered 2-1/2" above the left pocket flap.

ZIPPER

There shall be a YKK #5, 2-way molded nylon zipper in the front and a 11" nylon zipper on each side vent.

BUTTONS AND SNAPS

The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. Flaps and epaulets shall close with 24 linge metal buttons. Front fly and size zipper tabs shall be secured by high impact, nonreflective, non-glare, scratch resistant snaps.

THREAD

All sewing is to be done with Polyester core thread or 100% Spun Polyester thread.

SIZE TAG AND CARE INSTRUCTIONS

Each jacket shall have a sewn in woven size label. There shall also be a printed label with care instructions and each coat marked with lot number, size, fiber content and WPL number.

WARRANTY

One year against workmanship or fabric defects.

3803Z - Forest Green

30835 010 151 (Para. 2.1.7 cont'd)
HORACE SMALL OUTWEAR SYSTEM
COLLAR SPECIFICATIONS
FOR USE WITH 3803Z JACKETS
BC-COLLAR

BASE FABRIC

Brookwood Techtique, Black. 100% Tactel Nylon 3-3.5 oz./sq. yard. Everdry finish for storm proof protection.

INTERLINING

Black, 75% polyester/25% cotton with a minimum thread count of 90 x 56. The weight shall be 3.0 yds/lb.

FUR

1/2" Orlon Pile.

DESIGN

The collar shall be made using Black Tactel Nylon with everdry finish on all outside, non fur operations. It shall be interlined with Black 75% poly/25% cotton twill. The collar shall be constructed to be used as a detachable option on Horace Small Outerwear products.

BUTTONS

The collar is to be attached to a permanent jacket collar with three black melamine buttons and buttonholes on the underside and three black melamine buttons on the outside, which will be included with the collar.

TAB

The collar shall have a tab 3-1/2" in length and two melamine buttons to hold the collar in position during inclement weather.

SIZING

XS	S	M	L	XL	XXL			
32-34		36-38		40-42		44-46	48-50	52-54

SIZE TAG

Each collar shall be marked with sizing information.

FINISHING

All loose threads shall be removed

WARRANTY

One year against workmanship or fabric defects

BC- BLACK

SENTRY PLUS SPECIFICATIONS
30835 010 011 (para 2.1.8)
Women's Long Sleeve Shirt
Plain Front

Horace Small HS1189 STYLE # For reference only

FABRIC

Solid: A VISA fabric, 100% Dacron Polyester, Texturized Woven. Weight 7.25oz per yard. Single warp, 2 ply filling.

Heather: 100% Dacron Polyester, Texturized Woven. Weight 8-8.5 oz. per yard. 2 ply warp and filling.

CREASING

Pockets, pocket flaps, and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.

FRONT

The right front shall have a self fabric center pleat 1-1/2" wide with a 2-3/4" turnback extending from collar to bottom of shirt. It shall have two rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. The right front shall have six buttonholes 3/4" from edge, 3-1/2" apart. The left front to have an approximate 2-3/4" turnback extending from collar to bottom of shirt. Buttons to be strongly attached through two thicknesses of material forming left front. They shall correspond to each buttonhole. The right front shall button over the left front.

COLLAR

To be die cut. Convertible collar is to measure approximately 2-7/8" in length at points and top stitched 1/4" from edge. The interlinings are to be 100% Polyester, 250 Denier. Permanent collar stays of proper length are to be sewn inside the collar so that no stitches are made through the bottom leaf.

YOKE

Two piece yoke of self goods. 1/16" topstitch.

SLEEVES

Each sleeve shall have 2 plackets with one button placed on the sleeve placket approximately 2-1/2" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs shall close with one buttonhole and 2 buttons for adjustable fit. They shall be 2-7/8" wide and have 1/4" topstitching on edge. Cuffs to be lined with woven, unbleached 100% Cotton interlining.

POCKETS

Two breast pockets finishing 4-1/2" wide and 5" long to have mitered corners. Both pockets to have a 1-3/8" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1-1/4" wide. Velcro 3/8" wide and 1" long to be placed on each pocket to secure Velcro placed on each flap.

30835 010 011

(para 2.1.8 cont'd)

FLAPS

To be die cut, creased and scalloped, finishing 4-3/4" in width, 2-1/2"

in length at the center and 2-1/4" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-1/4" in width. Velcro 3/8" wide and 1" long to be placed on edges of each flap to secure Velcro placed on pockets. Flaps to be lined with crease 'n' tack interlining.

BADGE TAB

Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap.

SHOULDER STRAPS

To be sewn into sleevehead seam and measure approximately 1-7/8" tapering to 1-1/2" with end pointed. Straps to be set approximately 1" from collar seam. They shall be box stitched shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack.

SHIRT LABELING

Each garment will be identified by permanent size, lot number, cut number, fiber content, WPL and care instructions labeling.

BUTTONS

To be a melamine button dyed to match the fabric color, 20 ligne.

PACKING

Shirts to be polybagged individually.

EMBLEM

Sewn on left sleeve

NAME PATCH

Name patch, self goods, to be sewn above right pocket

WARRANTY

One year against workmanship or fabric defects.

905ST - Silver Tan

NEW DIMENSION SPECIFICATIONS

30835 010 153 (para 2.1.9)

Women's Short Sleeve Shirt

Horace Small HS1269 STYLE # for reference only

FABRIC

Horace Small "3D" stretch poplin with micro comfort finish (for reference only). 4-1/2" oz. sq. yd. 62% Dacron Polyester/38% Combed Cotton with 9-11% filling stretch to enhance comfort and mobility protected by licensed Scotchgard meeting 3M test standards.

CREASING

Pockets, pocket flaps, and shoulder straps to be die creased to give uniform shape and size. The two military creases in front and three in back of each shirt must incorporate a permanent modified silicone crease produced by the "lintrak System".

FRONT

The right front shall have a self fabric center pleat 1-1/2" wide with an approximate 2-3/4" turnback extending from collar to bottom of shirt. It shall have two rows of stitching 7/8" apart. Left front to have an approximate 2-3/4" turnback which extends from neckline to bottom of shirt. There shall be five front and one collar button. The right front shall button over the left front. * Navy to have Metal Button Feature.

COLLAR

To be die cut. Convertible collar is to measure approximately 2-7/8" in length at points and top stitched 1/4" from edge. The interlining are to be 100% Polyester, 250 Denier. Permanent collar stays of proper length are to be sewn inside the collar so that no stitches are made through the bottom leaf.

YOKE

Two ply yoke of self goods in filling direction to enhance stretch. 1/16" topstitch.

SLEEVES

Sleeves are to be one piece, have a 7/8" hem and finish approximately 8" from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch.

POCKETS

Two breast pockets finishing 4-1/2" wide and 5" long to have mitered corners. Both pockets to have a 1-3/8 box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1-1/4" wide. Velcro 3/8" wide and 1" long to be placed on each pocket to secure Velcro placed on each flap.

FLAPS

To be die cut, creased and scalloped, finishing 4-3/4" in width, 2-1/2" in length at the center and 2-1/4" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-1/4" in width. Velcro 3/8" wide and 1" long to be placed on edges of each flap to secure Velcro placed on pockets. Flaps to be lined with crease "n" tack interlining.

30835 010 153

(para 2.1.9 cont'd)

BADGE TAB

Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap.

SHOULDER STRAPS

To be sewn into sleeve head seam and measure approximately 1-7/8" tapering to 1-1/2" with end pointed. Straps to be set approximately 1"

from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease "n" tack.

SHIRT LABELING

Each garment will be identified by permanent size, lot number, cut number, fiber content, WPL and care instructions labeling.

BUTTONS

To be a melamine button dyed to match the fabric color. 20 ligne.

NAME PATCH

Name patch, self goods, to be sewn above right pocket.

PACKING

Shirts to be polybagged individually, packed four to a box with the sizes marked on the outside of the box.

WARRANTY

Each shirt shall be warranted against fabric or workmanship defects for one full year.

EMBLEM

Emblem shall be sewn on left sleeve

254ST - Silver Tan

FOOTWEAR SPECIFICATION SHEET

(paras 2.1.10 and 2.1.11)

ROCKY STOCK NUMBER: # 234 For Reference Only

Male 30835 010 066

Female 30835 010 064

DATE 1/25/01

BASIC DESIGN Black plain toe "slip stop" oxford
UPPER MATERIAL Black full grain leather
LINING MATERIAL Black nylex

FOUNDATION INSOLE	Bontex 47 (1.75 mm)
OUTSOLE	Oil/slip resistant rubber siped "slip stop" sole w/rubber midsole
SHANK	Plastic
THREAD	Black nylon
Insulation	N/A
COUNTER	Formed composition
BOXTOE	Formed composition
LACE	Black round nylon
COLLAR	Black leather, padded foam, with nylex Lining
TONGUE Lining	Black leather, padded foam, with nylex
EYELETS/HARDWARE	4 rounded eyelets (gunmetal)
FOOTBED Unique	4-part cushioned footbed
SIZE RANGE	M 5-10 W 5-10

**FOOTWEAR UNIFORM SPECIFICATIONS
(paras 2.1.12 and 2.1.13)**

**THOROGOOD STOCK NUMBER: #834-6333 MALE 30835 010 169
For reference only**

UPPER	Black full grain glove soft leather
CONTRUCTION	Cement with side wall stitch
LINING:	Comfort weave
INSOLE:	Removable Poly-Pillow Foot pacer Foot bed
OUTSOLE	Removable
SPECIAL FEATURES:	US Postal Certified, Made in the USS by ISO 9001 Certified Shoe Company

**Female Athletic Walking Shoe 30835 010 065
(para. 2.1.13)**

Thorogood style 534-6333 for reference. Black, full grain, soft glove leather. Comfort weave lining to wick away moisture for drier, cooler feet. Padded leather collar and tongue. Removable poly-pillow footpacer insole system to absorb shock, vibram slip and abrasion resisting rubber outsole.

FOOTWEAR SPECIFICATION SHEET
(para 2.1.14 and 2.1.15)
ROCKY STYLE: #RB1950 MALE 30835 010 105
For reference only # 800 FEMALE 30835 010 106
WINTER BOOT

BASIC DESIGN	All Leather Black, 8" Lt. Wt. waterproof men's boots, S.R. approved.
UPPER MATERIAL	All black HH Wt, waterproof leather, star bright finish.
LINING MATERIAL	Black Cambrelle lino foam.
FOUNDATION INSOLE	6 I 244 Bontex cement
INNERSOLE	Rocky Support System, removable and replaceable support system with arch support.
SOLE AND HEEL PVC	Black lug sole unit. Polyvinyl cholride with 40% rubber, S.R. approved, direct injection sole unit.
SHANK	American fiberglass
THREAD	Black FF
INSULATION	B-400 thinsulate from 3-M
COUNTER	Stanbee
BOX TOE	Stanbee

COLLAR	Black leather, collar lining, black cambrelle lino foam
EYELETS & HARDWARE	3 D-Rings, 4 Eyelets, Gunmetal
LACE	57" Black round nylon
SIZES	Men M/W 7, 7 1/2, 9, 9 1/2, 10, 10 ½ 11, 12 13 W 8, 8 1/2, 9, 9 1/2, 10, 10 1/2, 11, 12
CONSTRUCTION	Cement direct injection, made in USA, SR approved and tagged

30835 010 082 (para 2.1.16)

NECKTIE

Break-away Tie, color black 100% dacron polyester, a textured spun combination, 13, 5-14 ounces (linear yard) gabardine weave, 289, 900 line redi-tied (pointed ends) with clip, width: approx. 3 inches, length: regular, approx. 17-1/4", long approx. 19-1/2".

30835 010 090 (para 2.1.17)

RAINWEAR

Raincoat, Rainwear with carrying bag per Procurement Spec. 7-U-33C:84 Raincoat, yellow as per above specifications. Cap cover & Cape as per above specifications.

BOOTS, RUBBER, SLUSH BOOTS

Per Procurement Department Specification #7-S-4a: 2000 Type A, Class 2, Kind 2 & 3

Women's Calf Length 30835 010 154 (para 2.1.19)

Men's Knee Length 30835 010 155 (para 2.1.18)

30835 010 110 (para 2.1.20)

FORMS HOLDER

Aluminum, size 4-1/4 x 9-1/2". Clip and cover section holds approx. 1/2" of forms, storage section holds approx. 3/8" of completed paperwork. Style A-Holder, Saunders #AH-4295 for Ref. only

30835 010 170 (para 2.1.21)

WINTER COAT, WORK PARKA

Manufacturer: 511 Tactical for reference only

Item # 5-in-1 Parka (#48017)

Color: Forrest Green

Available sizes Small to 4X

Description:

- High performance waterproof/breathable outer liner
- Hidden chest document pockets
- YKK zippers
- Elastic waist
- Removable ID panels on chest and back
- Removable ID panel on back
- Elastic/Velcro wrist bands
- Fleece inner jacket

- Removable sleeves on inner fleece jacket
- Detachable hood
- Side zippers for ventilation and access to sidearm
- Back-Up Belt System™ compatible
- Mic clips
- Insulated

30835 010 122 (para 2.1.22)

NEW BAG

SOFT BRIEFCASE

Built for field use and guaranteed for life. 21 pockets inside and outside. Holds file folders, clipboards and various report forms. Shoulder strap included. 4"W x 12" H x 16"L. Black only; Uncle Mikes's #UM5255-1 (for reference only).

30835 010 111 (para 2.1.23)

NAME PLATE - Style #90R

Gold metal with safety pin back. Lettering in black on two lines. First line initial and last name and #sign with numbers second line to read Enforcement Officer.

30835 010 175 (para 2.1.24)

WINTER GLOVES

Pre-Curved design, digital print palms with Gripskin, Taslan nylon stretch, water and wind resistant, Thinsulate lined, adjustable Velcro closure. Fabric content 95% poly/3% spandex/2% X-static. Sizes: S-XL, Color: Black, (Damascus #DZ-8 tempest for Reference only).

30835 010 072 (para 2.1.25)

8 POINT HAT

Forest green 8 point top, permanently sewn on. Open cane band, detachable braid. Gilt Philadelphia seal buttons, black chin strap. #7186 black visor. Eyelet in front for badge. 1" wide sweat band.

30835 010 073 (para 2.1.26)

BASEBALL HAT

STYLE: Adjustable summer style with foam front and open mesh back and matching button on top center of hat where foam and mesh joins. Back shall have 2 straps to facilitate size adjustment. Sweatband shall be black. Visor shall have approximately eight rows of stitching. The Sweep emblem shall be sewn on front of hat. Colors: Black and Khaki.

30835 010 112 (para 2.1.27)

BADGE BREAST #B937:

Hi-Glo finish (Permanent gold) safety catch attachment, Hard enamel letters and panels, with full color seal as previously used; (Blackington MFG for reference only)

CITY OF PHILADELPHIA
 PHILA. SEAL, full Color enamel
 DEPARTMENT OF STREETS
 OUTSIDE PANEL - HARD DARK BLUE
 INSIDE PANEL - HARD YELLOW ENAMEL

30835 010 070 (para 2.1.28)

TROOPER HATS:

State Trooper Style. Crown of expanded vinyl, double thickness quilted lining, black in color with fur to match, chin strap, badge eyelet.

30835 010 050 (para 2.1.29)

GARRISON BELT:

1-3/4", First quality top grain bridle cowhide, 8-9 oz. Domestic hides. Color: Black. Buckle and loop to be secured by 3 metal snaps. Belts to carry non-rust buckles in nickel finish. PM-BELT #1303. (for reference)

30835 010 021 (para 2.1.30)

SWEATER #5510:

Black filtrol sweaters using Z-63, low pile acrylic fiber pre-shrunk fabric, prior to cutting. Full bar tack in all stress areas, should tape set-in for better shape retention. Jersey crew neck zip cardigan, 2 pockets, double elbow transfer ribbed cuffs and bottom band badge tab on left breast, emblem on left sleeve name tab on right breast; San Francisco Knitting MFG for reference only.

30835 010 071 (para 2.1.31)

HAT BADGE STYLE PCDG

Gold badge with hard enamel city of Philadelphia maneto. Screw and post for hat; (Smith & Warren #PHFM/G for reference only).

30835 010 140 (para 2.1.32)

**SHORT SLEEVE
GOLF SHIRT**

COLOR:

NATURAL TAN

MATERIAL:

5.6 oz 50% Cotton/50% Polyester

CONSTRUCTION:

Unisex, sizes Small thru XXL.
Placket Front with Two Buttons
Collared Shirt

EMBLEM:

Vendor Supplied Emblem Sewn on Left Sleeve
(JERZEE #437 for Reference only)

30835 010 141 (para 2.1.33)

**LONG SLEEVE
GOLF SHIRT**

COLOR:

BLACK

MATERIAL:

6.8 oz 100% Ring Spun
Combed Cotton

CONSTRUCTION:

Unisex, sizes Medium thru XXL.
Placket Front with Two Buttons
Collared Shirt Long Sleeve

EMBLEM:

Vendor Supplied Emblem Sewn on Left Sleeve
(Outer Banks #5011 for Reference only)

30835 010 158 (para 2.1.34)
LINED JACKET
Olympic #OVP-587 Vest with Zip off Bolero
For reference only

OD green over yellow color, waterproof jacket converts to a vest by zipping off the bolero. Coolmax liner, mesh upper, nylon lower. Waterproof seams are factory tape seam sealed. Jacket has a capped front and back for ventilation, storm fly behind front zipper, inside cummerbund style elastic storm belt. 3M Scotchlite reflective piping from shoulders to cuffs on fronts and backs of sleeves. 3M Scotchlite reflective taping on chest, back cape, and around elastic on chest, back cape, and around elastic waistband. Wide collars with 2 snap closure, knit storm collar, raglan sleeves, microphone tab on boiler, epaulets on vest shoulders, YKK zippers, 2 way on center front. Pen pockets, left front of vest and boiler, two large top zipper closing bellow patch pockets on vest front, with fleece lined hand warmer pockets underneath. Two large inside pockets, gusseted Velcro crossing sleeve cuffs. Emblem sewn onto left shoulder supplied by vendor. (sizes XS-XX)

30835 010 159 (para 2.1.35)

LINED PANTS

Olympic #OCP588S Cycling Pant with Chamois

For reference only

Green, Supplex with Chamois pad. Gusseted knees with Lycra backing, gusseted 11" zippers on the outside legs at the hem line, elastic stirrup at the bottom of the pant leg. Zipper fly/snap front closure, four Velcro belt keepers sewn to accept under belt, YKK zippers, one back zipper closing pocket, two zipper closing side entered hip pockets, two large top closing bellow patch pockets, pen pocket on right cargo pocket. (sizes: S-3X)

30835 010 160 (para 2.1.36)

UNLINED PANTS

Olympic #OCP5885 Cycling Pant without Chamois

For reference only

Green, Supplex with Chamois pad. Gusseted knees with Lycra backing, gusseted 11" zippers on the outside legs at the hem line, elastic stirrup at the bottom of the pant leg. Elastic back/drawstring waist, zipper fly/ snap front closure, four Velcro belt keepers sewn to accept under belt, YKK zippers, one back zipper closing pocket, two zipper closing side entered hip pockets two large top closing bellow patch pockets, pen pocket on right cargo pocket. (sizes: S-3X)

30835 010 161(para 2.1.37)

UNLINED SHORTS

Olympic # OPS168 Phoenix without Chamois

For reference only

Green, DWR Supplex without Chamois pad. Elastic back/drawstring waist. Zipper fly/snap front closure, Four Velcro belt keepers sewn to accept under belt, YKK zippers, One back single welt zipper closing pocket, two zipper closing hip pockets, two side of the thighs bellow cargo pockets with zipper closures, pen pocket on right cargo pocket. (sizes: S-3X)

30835 010 162 (para 2.1.38)

LINED SHORTS

Olympic #0PS168 Phoenix Shorts with Chamois

For reference only

Green, DWR Supplex without Chamois pad. Elastic back/drawstring waist. Zipper fly/snap front closure, Four Velcro belt keepers sewn to accept under belt, YKK zippers, One back single welt zipper closing pocket, two zipper closing hip pockets, two side of the thighs bellow cargo pockets with sipper closures, pen pocket on right cargo pocket. (sizes: S-3X)

30835 010 165(para 2.1.39)sizes (S-2X)

and

**30835 010 166 (para 2.1.39.1)-sizes: (3X)
Silver Max 4-Way Stretch L/S Layer Top Model #357TS
THERMOCLIMATE UNDERSHIRT
For reference only**

Four-way stretch comfort during extreme activities
Silvermax™ 99.9% pure silver technology instantly inhibits bacterial growth which causes odor Four-way
Stretch comfort during extreme activities.
Silvermax™ technology is anti-static for quiet, noise-free movement
MaxFlex raglan sleeves for easy movement
Stay-dry Skinetics™ MTS rapidly wicks away chill producing moisture
Drop tail keeps you covered during active movement
Flat seam construction for comfort when layered or worn separately with
Relaxed fit
Available Colors: Black, Midnight Navy
Sizes: S-3XL
Fabrics; Midweight 5.75 oz.
Fabric Content: 95% polyester/3% spandex/2% X-Static®

30835 010 167(para 2.1.40)sizes: (S-2X)

and

**30835 010 168(para 2.1.40.1)-sizes:(3X)
Silvermax 4-way Stretch Pant Model #358TS**

THERMOCLIMATE UNDERPANTS
For reference only

Four-way stretch comfort during extreme activities
Silvermax™ 99.9% pure silver technology instantly inhibits bacterial growth which causes odor
Silvermax™ body heat regulating technology keeps you warm during cool weather and cool during warm weather
Stay-dry Skinetics™ MTS rapidly wicks away chill producing moisture
Flat seam construction for comfort when layered or worn separately with Relaxed fit
Colors: Black, Midnight Navy
Sizes: S-3XL
Fabrics: Midweight 5.75 oz.
Fabric Content: 95% polyester/3% spandex/2% X-Static®

30835 010 164
(Para- 2.1.41)

Radio Holder

- Easy Adjustable Top Flap
 - Extra Heavy Duty Construction
 - Durable Polypro Webbing Is Unaffected By Oil, Water Or Mildew
 - 2.5• W x 2• D x 9• H
 - Unaffected by Water, Oil, and Mildew
- * Color: Black Only
(Raine Model #52RAH for Reference only)

SPECIFICATION

**BOOTS, RUBBER, MEN'S
(INDUSTRIAL USE)**



1. **CLASSIFICATION:** This specification covers the general requirements governing the types of Industrial Rubber Boots to be purchased by the City of Philadelphia for its various agencies, except the Philadelphia Fire Department.

1.1 **Types** - The following types, as specified in the Invitation to Bid shall be furnished:

Type A - Regular, Standard Duty - Plain Toe

Type B - Safety

Class 1 - Over the Shoe (1a - Safety Shoes; 1b - Regular Shoes)

Class 2 - Over the Stocking

Kind 1 - Hip Boot

Kind 2 - Knee Length - Approximately 18"

Kind 3 - Short Length - Approximately 13-1/2"

2. **APPLICABLE SPECIFICATIONS** - The following documents of the issue in effect on the date of the Invitation to Bid form part of this specification to the extent applicable:

Federal Specification ZZ-B-530a

Federal Test Method Standard #601 - Rubber; Sampling and Testing

Federal Test Method, Textiles - Federal Specification CCC-T-191

3. **REQUIREMENTS**

3.1 **General Requirements**

- 3.1.1 **Rubber** - Unless otherwise requested in the Invitation to Bid, the rubber used in the manufacture of boots shall be natural or synthetic or a mixture of both types. The minimum physical requirements of rubber shall be in accordance with Table I of Federal Specification ZZ-B-530a.

- 3.1.2 **Fabric Lining for Boots** - Unless otherwise requested in the Invitation to Bid, the fabric requirements of the various components shall be in accordance with Federal Specification ZZ-B-530a. The fabric shall be woven unless otherwise specified, and friction-proofed in such places as required to prevent excessive wear.
- 3.1.3 **Waterproof Qualities** - Any part of the boot including the seems shall withstand a pneumatic pressure of one round per sq. inch.
- 3.1.4 **Workmanship** - Boots shall be constructed in a first-class manner and guaranteed free from defects in material or workmanship affecting appearance or serviceability. Any article found to be defective shall be replaced without charge.
- 3.1.5 **Standard Sample** - If specified in the Invitation to Bid, the boot will be required to be constructed in conformity with a standard reference sample which will be available for inspection.
- 3.1.6 **Size** - All boots shall be full cut for their respective sizes according to best industry practice and shall carry a permanent label or imprint indicating the size.
- 3.1.7 **Color** - Unless otherwise specified, the color of boots shall be Black. Whenever safety boots are specified , the color of the toe cap shall be high visibility safety Yellow or White.
- 3.1.8 **Buckles** - All exposed metal components shall be rust resistant or rustproof.

3.2 **Detailed Specifications**

- 3.2.1 **Over- the- Shoe Boots (Class 1)** - Shall be built on a last designed to assure a comfortable fit over safety shoes. Outsole shall be a slip resistant tread continuous through heel portion, (no separate heel).
- 3.2.2 **Over- the-Stocking Boots (Class 2)** - Shall have a comfortable sponge rubber arch support insole, a slip resistant outsole, and a full molded heel of abrasion resistant rubber not less than 9/16" thick at the thinnest part.
- 3.2.3 **Straps, Top, Take-up and Ankle** - When specified in bid, shall be adjustable and firmly attached to the boot.

3.2.4 **Safety Boots** - Boots shall be provided with a high tensile steel toe cap built into the boot. Under test, it shall withstand a minimum of 2,000 lbs. of static pressure and 150 lbs. of dead drop weight from a one foot height without deformation of the protective shield.

3.2.5 **Hip Boots** - Shall be provided with an extra rubber knee patch or band inside the boot at the knee to reinforce the point of greatest flexing.

4. **SAMPLING, INSPECTION AND TESTS** - The Procurement Department will make such tests on submitted samples and on samples taken from deliveries, as needed, to determine compliance with these specifications.

5. **PACKAGING** - Commercial packaging is acceptable.

6. **NOTES TO REQUISITIONER** - Requisitioning agency will submit the following information to order these items:

1. Name of Item(s)
2. Type_____, Class_____, Kind_____, Procurement Specification# **7-S-4:65**
3. Color if Other than Black
4. Straps - Kind Required
5. Quantities and Sizes for Each Item
6. Delivery Point

EXAMPLE: Boots, Rubber, Over-the-Shoe, Knee Length per
Procurement Specification #7-S-4:65,
Type A, Class 1, Kind 2, Size_____



UNIFORM, RAINWEAR AND RAIN ACCESSORIES
POLICE OFFICERS

1. **CLASSIFICATION AND SCOPE**

This specification covers rainwear and rain accessories for members of the Police Department of the City of Philadelphia.

2. **APPLICABLE SPECIFICATIONS**

The following documents of the latest issue in effect on the date of the Invitation to Bid, shall form a part of this specification:

Federal Test Method Std. 191
ASTM D1418

Textile Test Methods
Rubber and Rubber Lattices -
Nomenclature, Rec. Practice for

3. **REQUIREMENTS**

3.1 **General Requirements**

- 3.1.1 **Workmanship** - Each garment shall be constructed in a first-class manner and guaranteed free from defects in material or workmanship affecting appearance of serviceability.
- 3.1.2 **Sizes and Lengths** - Sizes will be furnished to the vendor by the Police Department. Dimensions for the garments shall be the manufacturer's standard for the particular size, including chest, length and sweep. All sizes, including regulars, shorts and longs, shall be available from the vendor.
- 3.1.3 **Facilities** - Vendor shall maintain sufficient stock to make any necessary exchanges, and shall have an exchange point in the City of Philadelphia for this purpose. The exchange point shall be open during regular business hours.

Effective Date: 11/6/2000

- 3.1.4 **Dimensional Tolerances** - Dimensions specified herein are approximate; unless otherwise noted. Standard industry tolerances are acceptable.
- 3.1.5 **Color** - Color of garment shall be high visibility yellow for Police Officers and black for Commanding Officers.

3.2 **Materials**

- 3.2.1 **Base Fabric** - The base fabric shall be woven from filament spun nylon yarns in either taffeta or twill or twill weave, and shall weigh not less than 1.6 oz., nor more than 2.6 oz. per square yard.
- 3.2.2 **Coating Compound** - The coating compound shall be acrylonitrile butadiene rubber (NBR) pigmented to match the shade of the fabric to which it is applied.
- 3.2.3 **Coated Fabric**
- 3.2.3.1 The total weight of the coated fabric shall be not less than 4.2 oz. , nor more than 6.0 oz. per square yard.
- 3.2.3.2 The breaking strength (grab method) of the coated fabric shall be not less than 87 lbs. in the warp and 90 lbs. in the fill.
- 3.2.3.3 The coated fabric shall withstand a hydrostatic pressure of at least 100 lbs. per square inch in the finished unused garment without permitting leakage. Resistance to hydrostatic pressure shall not fall to below 60 lbs. per square inch after 6 hours of laundering in a household type clothes washing machine.
- 3.2.4 **Seam Sealant** - The seam sealant shall be compatible with the coating compound, and shall assume all the characteristics of that compound after application. It shall not be affected by weather, temperature or long periods of storage.

Effective Date: 11/6/2000

3.2.4.1 When tested in accordance with Federal Test Method Std. 191, Method 5514, there shall be no appearance of water in more than 2 places of the test area when hydrostatic head is raised to 25 centimeters and held at that pressure for 3 minutes.

3.2.5 **Thread** - Thread shall be mercerized pre-shrunk cotton of a shade matching the base fabric.

3.2.6 **Washability** - Rainwear and rain accessories shall be repeatedly washable in conventional household automatic type clothes washing machine using pure soap solution without any type of bleaching agent.

3.3 **Regulation Raincoat**

3.3.1 **Style** - The garment shall be full length with permanently attached yoke-type outer jacket over top front, back and sleeves. It shall be equipped with large slash pockets with cut-through access. The bottom hem shall be continuous with no vent. The coat shall be fully cut, well-balanced raglan shoulder design, with a nylon net lining across the shoulders and an open vent back. The outer jacket shall be constructed with no shoulder seam, but with set-in sleeves, and shall have a badge holder at the left breast.

3.3.2 **Seams** - All fabric joining seams and other seams through which water may enter into the interior shall be lock stitched and suitably bonded with seam sealant.

3.3.3 **Closure** - The closure shall consist of a standard fly front with one row of not less than 6 snap fasteners, including the snap at neck, spaced approximately 6-1/2" apart. The snaps shall be non-rusting, 24 ligne, heavy-duty type with a nickel button, and shall be attached through all layers of the materials. The facing and the fly front shall be interlined to ensure shape retention and to reinforce all component parts of the snap fastener.

3.3.4 **Collar** - The collar shall be made with points approximately 3" long, and shall measure approximately 2-3/4" in width at the back.

Effective Date: 11/6/2000

- 3.3.5 **Pockets** - There shall be one slash pocket on each side, length of welt approximately 9-1/2", depth approximately 11". There shall be an opening to permit ready access to trouser pockets or revolver.
- 3.3.6 **Badge Tab** - A shield type self-fabric badge tab shall be attached to the underside of the left breast of the outer jacket. It shall contain two metal eyelets, spaced vertically 1-3/4" apart for Police Officers, 1-1/4" apart for Commanding Officers, unless otherwise specified in the Invitation to Bid.
- 3.4 **Cap Cover Carrying Case**
Each raincoat shall be supplied with a universal type Cap Cover Carrying Case with elasticized edge. It shall be of the same material and color as the raincoat, and may be the manufacturer's standard.
- 3.5 **Cap Type Cap Cover**
Shall be manufacturer's standard Cape Type Cap Cover for either round of 8 point service cap. It shall be of the same material and color as the raincoat. It shall consist of an elasticized cap cover and detachable cape to snap under the chin.
- 3.6 **Leggings**
Leggings shall be of the same material and color as the raincoat, and shall have minimum 25" inseam. They shall have a cotton webbing strap, minimum 1-1/2" wide, to fasten the legging to trouser belt. The strap shall have black oxidized metal snaps at 2" intervals to give adjustments for length. Webbing shall be attached to the legging with bartack stitching, full width of webbing.

4. **SAMPLING, INSPECTION AND TESTS**

If specified in the Invitation to Bid, a pre-award sample shall be submitted to Room 120 Municipal Services Building. The Procurement Department may make such tests on submitted samples and on samples taken from deliveries to determine compliance with the requirements of this specification.

5. **PACKAGING**

Each garment shall be individually boxed with officer's name, number, rank and district noted thereon. Commercial packaging is acceptable.

Attention Bidder:

This bid document may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include the following:

Exhibits

Drawings

Attached specifications

Attached documents

If you have not received a corresponding attachment, drawing or exhibit that is referenced in the bid document you may obtain it by contacting the Public Information Unit at 215-686-4720.



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that all your invoices contain the following information to help the City in paying you as quickly as possible.

- 1. AFTER THE DELIVERY OR SERVICES HAS BEEN COMPLETED YOU MUST SUBMIT THREE (3) COPIES OF AN INVOICE FOR PAYMENT TO THE RECEIVING DEPARTMENT LISTED ON THE PURCHASE ORDER.**
- 2. THE INVOICE MUST CORRECTLY REFERENCE THE PURCHASE ORDER NUMBER, THE VENDOR NAME, ADDRESS AND FEDERAL EMPLOYER IDENTIFICATION NUMBER.**
- 3. CHECKS WILL ONLY BE MADE PAYABLE TO THE COMPANY NAME AS SHOWN ON THE PURCHASE ORDER; THE INVOICE MUST REFLECT THIS SAME COMPANY NAME AS THE "PAY TO".**
- 4. THE INVOICE MUST SHOW THE QUANTITY AND TYPE OF ITEM OR SERVICE AND THE PRICE.**
- 5. THE UNIT OF PURCHASE ON THE INVOICE MUST AGREE WITH THE UNIT CITED ON THE PURCHASE ORDER. REFERENCE TO THE SPECIFIC LINE ITEM IS HELPFUL.**

Paying vendors is the responsibility of the *receiving* City Department(s), not the Procurement Department. Vendors should bring any problems concerning payments to the attention of the appropriate City receiving department. The name and number of the contact person can generally be found on the purchase order. If all necessary paperwork has been submitted to the department and questions still remain, vendors should contact:

**City of Philadelphia
Accounting Verification
Room 1340 Municipal Services Building
1401 J.F.K. Blvd.
Philadelphia, PA 19102
Tel. 215 686 6365**

VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM WWW.PHILA.GOV/BIDS.

BIDDERS GUIDELINES*

The following list will assist you in the preparation of your bid.

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Office of Economic Opportunity Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 686-6232.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet **all** qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. FAXed bids will not be accepted.
- **Do not** submit counter terms or conditions. **Your bid will be rejected.**
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts: All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

If you have questions call Public Information at (215) 686-4720.

*This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of this bid.



**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit**

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **\$10.00 fee, company check or money order only, no personal checks or cash, for each bid number requested.** Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

Please complete form below. Only one (1) request per form.

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Mail this Request to the address below and enclose the following items:

- Company check or Money Order payable to **“City of Philadelphia”**
- A self-addressed stamped envelope which is at least 9 ½ ” x 12 ½ ” or larger for each Bid requested.

Failure to send either of the above items, will void your request.

Mail Request To:

The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2010 – June 30, 2012

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] are not covered under the Master Bid Security Program)

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$30,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$30,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2010 to June 30, 2012**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2010–2012** on the face of the check.

If you do not become a participant in the program at this time, you may still submit bids. However, they must be accompanied by a certified check in the amount specified in the Terms and Conditions of Bidding.

For additional information or inquiries regarding this program, please contact: The Public Information Unit at (215) 686-4719, (215) 686-4720 or (215) 686-4721.

IF A RECEIPT IS REQUESTED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE.

Forward Check with Application to
CITY OF PHILADELPHIA
MASTER BID SECURITY PROGRAM
170A Municipal Services Building
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/10 to 6/30/12
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

2. BID SECURITY. Unless the bidder is enrolled under the City's Annual Master Bid Security Program or an individual bid bond is required in the Invitation and Bid, all bids must be accompanied by a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order, or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the proper amount as shown below:

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

4. SPECIFICATIONS. When a formal, numbered, specification is referred to in the Invitation and Bid, no deviation therefrom will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with information concerning the style, type or kind of article and/or service desired. A bidder may offer an article and/or service which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better. Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

EVALUATION AND AWARD

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

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

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

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

Bidders deemed not responsible will be notified of such determination and the reasons therefore in writing by the Procurement Department, and shall have the right to contest the determination by submitting to the Procurement Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's qualifications and responsibility and demonstrating the insufficiency of the reasons stated in the written determination finding the bidder not

responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

10. CANCELLATION AND AWARD. The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

11. QUANTITIES AWARDED. For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

12. DELIVERY, PRICE INCREASES AND TIE BIDS. All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner.

CONTRACT EXECUTION AND CONFORMANCE

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

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

c. Approval of the Contract as to form by the City's Law Department;

d. Certification by the Director of Finance and City Controller as to the availability of funds; and

e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$30,000. If the amount of the contract to be awarded is greater than \$30,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original

policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: owned, non-owned and hired vehicles.

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

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

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the

Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

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

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

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

21. TAX EXEMPTION. The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in list prices, bidder may quote the list price and shall show separately the amount of the federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. In the event bidder pays any sales or use tax, bidder hereby assigns to City, or City's agent, all of its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any articles furnished in connection with the Contract and bidder, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Bidder authorizes the City, in City's name or the name of bidder, to file a claim for refund of any sales or use tax subject to this assignment.

22. TAX INDEBTEDNESS. The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

a. Contractor's Certification of Non-Indebtedness - Contractor hereby certifies and represents that Contractor and Contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Contractor shall be liable for all costs, losses and other damages resulting from the termination).

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor"

shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor shall be liable for all costs, losses and other damages resulting from the termination)."

23. TAX REQUIREMENTS. Any person or entity who bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

- a. Business Privilege Tax
- b. Net Profits Tax
- c. City Wage Tax

The successful bidder, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102 for a tax identification number and to file appropriate business tax returns as provided by law. Questions should be directed to the Business and Earnings Tax Unit at (215) 686-6600.

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

any applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 29 herein.

25. NONDISCRIMINATION.

a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

26. ETHICS REQUIREMENTS. To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in three categories:

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

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

a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, unless Bidder has implemented the fair employment principles embodied in the MacBride Principles.

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

29. PHILADELPHIA 21ST CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS**

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

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$30,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

If the bid is a **CORPORATION**, date and sign the bid here with original signatures, in ink, by (a) President or Vice President of the Corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the Corporation; and (c) affix the seal of the Corporation. If the form is not signed by the President or a Vice President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)