

**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 10 % to 15%

WBE 5 % to 10%

DSBE NONE

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 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:

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

- 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.

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
 Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:		Name of Bidder/Proposer:				Bid/RFP Opening Date:	
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.							
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received		Amount Committed To		
Telephone Number Fax Number			YES²	NO	Dollar Amount		
Email Address					\$		
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP		
				%			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received		Amount Committed To		
Telephone Number Fax Number			YES²	NO	Dollar Amount		
Email Address					\$		
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP		
				%			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received		Amount Committed To		
Telephone Number Fax Number			YES²	NO	Dollar Amount		
Email Address					\$		
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP		
				%			

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
 2. Attach all quotations to this form.
 09/2010

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SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: ELECTRICAL SUPPLIES – STREET LIGHTING**

1.2 **SCHEDULE NO: 521-02**

1.3 **CONTRACT TERM:** 04/01/2012 to 03/31/2013 (“Initial Term”), with an option to renew for up to two (2) additional one (1) year periods plus six (6) additional months, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

1.3.1 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.

1.3.2 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, and failure to do so shall be an event of default pursuant to Section 19, 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.

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1.4 CONTRACT TYPE: REQUIREMENTS

1.4.1 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.

1.4.2 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.

1.5 METHODOLOGY OF ACQUISITION: PURCHASE only.

1.6 STATEMENT OF DIRECTION:

It is the intent of the City of Philadelphia to make an award for Electrical Supplies – Street Lighting for the various City agencies and departments as specified herein during the contract period.

1.7 BID SECURITY

1.7.1 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.

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

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

1.7.2 **Bids Opening July 1, 2011 through June 30, 2012**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2011 – June 30, 2012** by submitting a check in the amount of **\$120.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

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

1.8 **BID INFORMATION:**

1.8.1 All information concerning this bid will be contained in this bid document as issued or amended.

1.8.2 Information provided verbally by any City official shall not be binding or relevant.

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1.9 **BID SUBMISSION:**

- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$30,000 shall 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.”
- 1.9.7 When M-BE, W-BE or DS-BE ranges are required on Invitation and Bid, bidders are reminded that the submission of a blank “Commerce Department Office of Economic Opportunity (OEO)” Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

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1.9.8 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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1.9.9

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 faxing (215) 686-4716. **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.

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1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

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 _____

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1.9.11 **ALTERNATES SUBMITTED:**

Except on items under Section 5.2 “General Electric Luminaires/Products”, 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.

Failure to state alternates will obligate bidder to provide material and/or service specified in the bid.

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.

1.9.12 **For Section 5.2 only:**

The City of Philadelphia will NOT accept an alternate to any of the items listed in Section 5.2. Bidder must provide only General Electric manufactured products as specified in Section 5.2.

1.10 **BIDDER QUALIFICATION:**

1.10.1 **Delivery Vehicle**

The successful bidder must be able to provide next day delivery for **ALL** items requested by the City of Philadelphia, with the exception of “special order” items.

1.10.2 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; and demonstrate the bidder’s ability to perform on a contract of this size and scope.

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

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SECTION 1:

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

	A.	B.	C
Firm Name:	_____	_____	_____
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.

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SECTION 2: SPECIFICATIONS

2.1 Successful bidder(s) shall be required to supply the City of Philadelphia's **Streets Department (Street Lighting Division)** with various **Street Lighting Products** as listed in Sections 2 and 5 of this Invitation and Bid.

2.2 **Specifications:**

Vendor is required to provide street lighting products, to include but not limited to the following:

2.2.1 **31010 034 001 Receptacle Cover**

Mfg: Intermatic; Flexi Guard; Weatherproof, Model: #WP1010MC (used around City Hall) for reference only.

2.2.2 **31010 050 028**

17 ft. Fiberglass Direct Bury Pole (used for: Alley Streetlight Pole)

- Pole Tip: 4.0" nominal
- Filament wound composite shaft consisting of continuous fiberglass roving combined with thermo-setting polyester resin wound in low angle helicals and high angle hoops providing for maximum resistance to deflection and shear.
- Pole finish is a 10 to 15 mil thick polyurethane finishing resin.
- Color: black; finish: natural; Maximum EPA: 4.3 @ 90 mph with 1.3 gust
- Pole Weight: 28 lbs.
- Pole Base: 6.75" nominal
- Alliance Composites Drawing #DS17ASDN1-CPS for reference only.

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2.2.3

31010 052 040

11" Bolt Circle Post Top Pole, Anchor Base with Shroud

- One piece fiberglass base shroud cut @ 6.75"
- Pole Specifications:
 - filament wound composite shaft consisting of continuous fiberglass roving combined with thermosetting polyester resin wound in low angle helicals and high angle hoops providing for maximum resistance to deflection and shear
 - Color: Bronze Ral 7022, Finish: Smooth, Maximum EPA: 10 @ 80mph with 1.3 gust
 - Pole Weight: 38 pounds
 - Pole Tip: 3.75" nominal
 - Pole Base: 6.0" nominal
- Handhole Specifications:
 - Reinforced composite handhole cover
 - 3" x 6" minimum cutout
 - ¼ x 20 SS hex nut with locknut
 - 18" insulated attachment lanyard
 - Non-conductive backing bar
- Base Specifications:
 - 356T6 cast aluminum with 6063 t4 tubing
 - .75 thick base casting 9" – 11" bolt circle for 1" bolts
 - 1.25" x 2.75" slotted bolt holes
- Alliance Composites #AH14FHDS3-CPS-11-1 for reference only.

2.2.4

31010 052 031

Valmont D-Pole

- Anchor bolts
- Base Coat: galvanize to ASTM A123
- Finish Coat: TGIC or urethane polyester powder
- Color: painted City Spec. National Park Serv. Brown
- Pole has drill pattern to match City luminaire arm bolt pattern.
- Thru-bolts to attach arm.
- Does not include luminaire arm.
- Valmont Drawing #PA4165905 for reference only.

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2.2.5 **31010 034 000**
Transformer (used around City Hall)

- Type 3R, single phase
- 250 KVA, EGS Sola Hevi Duty #HS1B250 for reference only.

2.2.6 **31010 050 017**
7.5" Bolt Circle Street Light Pole, Anchor Base, Fiberglass

- One piece fiberglass base shroud cut @ 5.75"
- Pole Specifications:
 - filament wound composite shaft consisting of continuous fiberglass roving combined with thermosetting polyester resin wound in low angle helicals and high angle hoops providing for maximum resistance to deflection and shear
 - Color: Bronze Ral 7022, Finish: Smooth, Maximum EPA: 10 @ 80mph with 1.3 gust
 - Pole Weight: 31 pounds
 - Pole Tip: 3.75" nominal
 - Pole Base: 5.25" nominal
- Handhole Specifications:
 - Reinforced composite handhole cover
 - 3" x 6" minimum cutout
 - ¼ x 20 SS hex nut with locknut
 - 18" insulated attachment lanyard
 - Non-conductive backing bar
- Base Specifications:
 - 356T6 cast aluminum with 6063 t4 tubing
 - .56 thick base casting 7.5" bolt circle for .75" bolts
 - 13/16" x 1-1/8" slotted bolt holes
- Alliance Composites #AH14FHDS3-CPS-7.5 for reference only.

2.2.7 **31010 050 020**
Fiberglass Streetlight Pole with 11" Bolt Circle

Description

Fiberglass streetlight pole, round, tapered, brown color, 11-inch bolt circle (as specified), 30-ft length including a 6-ft aluminum mastarm bracket, single-piece base cover, and pole cap.

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Pole Shaft

- Round, tapered, 30-ft pole length, with a smooth, uniform surface.
- Color shall be National Park Service Brown Federal Color # 20040 and uniform throughout the entire wall thickness of the pole.
- The resin used to make the pole shall be ultraviolet resistant and pigmented the same color as the final coating to be applied.
- A highly weather resistant, pigmented, polyurethane coating shall be applied to the pole with a minimum dry film, thickness of 1.5 mils.

Anchor Base

- Cast Aluminum A356-T6 alloy.
- The bolt circle dimension shall be measured from center to center of the base plate slots.
- Base plate shall have 1 ¼ - inch by 2-inch slots for 1-inch diameter bolts. Slots shall be fully enclosed and not open ended.
- Prime for paint adhesion and polyurethane coated to match pole color.
- Base cover shall be one (1) piece fiberglass, shroud type, color to match

Mastarm Bracket

- Aluminum, Alloy 6061-T6, extending 90° horizontally to pole shaft without any rise to the bracket arm.
- Bracket arm shall be 6-ft length with minimum 2-inch diameter tenon.

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- Bracket arm shall have powder coat finish to match pole color.
- A 1-inch grommet hole shall be installed on the lower side of the bracket arm six (6) inches from the mounting plate.
- A 1-inch diameter wire entrance hole shall provide access for the electrical service wire into the bracket arm and luminaire.

Handhole Assembly

- Minimum size 4-inch x 12-inch size oriented 180° from bracket.
- Centerline of handhole shall be 24 inches above the base plate.
- Fiberglass cover attached with two (2) ¼-20 hex-head, stainless steel bolts
- Handhole area shall be sufficiently reinforced to sustain the maximum bending moment in compression. Additional fiberglass winding or a reinforced frame can be used.
- An 18-inch, high strength, non-conductive lanyard shall attach the cover to the pole
- A 6-inch by 14-inch factory-installed fiberglass composite mounting plate shall be installed inside the pole opposite handhole
- The terminal block (Homac #RB6214SL or approved equal) shall be a 12 point (6 over 6) installed on the mounting plate for connection of service wire cable (up to 1/0 AWG) and luminaire service wire (#12 to #2 AWG)

Pole Requirements

- Design Calculations – All design calculations shall be prepared and submitted by a registered Professional Engineer.
- Standard Specification - ANSI C136.20-1990 Standard for Fiber-Reinforced Plastic Lighting Poles shall be the reference standard.

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- Normal Wind Loading – Calculated as the wind force acting only on the pole shaft at a design speed of 80 mph plus 30% gust factor. No calculation is required for the mastarm bracket and luminaire.
- Additional Wind Loading - Calculated as additional wind acting at the top of the pole shaft. Values are 10 EPA for 11-inch base and 15 EPA for 15-inch base.
- Total Wind Loading – Combined values of the above Normal Wind Loading and the Additional Wind Loading.
- Maximum Bending Moment - Calculated using the above Total Wind Loading acting on the base of the pole with the handhole in compression.
- Deflection Test Force – This value shall be calculated for a 10% maximum horizontal deflection based on the Maximum Bending Moment at the base of the pole.
- Strength Test Force – This value is calculated as twice the value of the Deflection Test Force. Each fiberglass pole shall withstand two times the Maximum Bending Moment without any indication of structural failure.

Detailed Drawings (to be provided by the bidder)

- Drawings shall provide all necessary information for the manufacturer of the specified pole in accordance with these specifications.
- A separate drawing shall be prepared for each pole type with the manufacturer’s product number clearly marked on each drawing.
- The total weight of the pole shaft shall be indicated on the drawing.

Testing Performance

- Requirements – An experienced factory technician shall test each sample pole for both Deflection and Strength in accordance with ANSI standards and the following testing requirements. All testing shall be completed and documented at the factory prior to shipment of the poles.
- Sample Size – Five percent (5%) from each production order shall be randomly selected as test samples. A minimum of one (1) pole and maximum of ten (10) poles shall be tested from each order.

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- Procedures – Each sample pole shall sustain a horizontally applied force to measure both deflection and strength. Each pole shall be tested by gradually applying a test loading at a point 12 inches below the top of the pole shaft and recording the required testing data.
- Deflection Test – The test loading shall be applied in 50-lb increments with the deflection measured at each increment. This testing shall continue until the maximum loading of 500 pounds has been achieved and the final deflection measured. This final deflection value measured at the 500-pound test loading mark shall not exceed 10% of the total shaft length that will be a maximum of 36 inches for a 30-ft length pole.
- Strength Test – The strength of the same sample pole shall be determined by the continued application of test loadings until reaching 1000 pounds of applied force. Verification shall be prepared documenting that the pole successfully completed this test without any structural failure.
- Final Test Results – The results of the deflection and strength testing shall be tabulated and contain all pertinent data including the date and signature of the technician performing the test. The final results of the deflection test shall be prepared showing the actual deflection values recorded for each increment of applied force.

Product Approval

- Design Calculations – Design calculations shall be submitted for review and approval prior to manufacture of the poles.
- Detailed Drawings – Detailed design drawings shall be submitted for review and approval prior to manufacture of the poles.
- Performance Testing – Final testing results shall be completed at the factory and submitted for review and approval prior to shipment.
- Review and Approval – All calculations, drawings, and final test results shall be sent to the Chief Street Lighting Engineer for review and approval prior to shipment.

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Shipping Requirements

- Pole shafts shall be cleared of all dust and loose material before shipping.
- Poles shall be properly crated in sturdy bundles of 12 or less for truck transport. Maximum delivery height is 15 feet from the ground.
- Poles should be protected to prevent damage during shipping and handling, but do not require individual packaging or wrapping.
Alliance Composites #AH30FHDS-CPS-11 (Rev 7/29/2010) for reference only.

2.2.8 **31010 050 021**
Fiberglass Streetlight Pole with 15" Bolt Circle

(Same specifications as item #2.2.7 above, except with 15" Bolt Circle.)

Alliance Composites #AH30FHDS-CPS-15 (Rev 7/29/2010) for reference only.

2.2.9 **31010 050 027**
18 ft Direct Burial EPA 10 Pole, Post Top (Tenon 3" x 3.75 aluminum)

- Pole Specifications:
 - filament wound composite shaft consisting of continuous fiberglass roving combined with thermosetting polyester resin wound in low angle helicals and high angle hoops providing for maximum resistance to deflection and shear.
 - Color: Bronze Ral 7022, Finish: Smooth, Maximum EPA: 10 @ 80mph with 1.3 gust
 - Pole Weight: 33 pounds
 - Pole Tip: 3.75" nominal
 - Pole Base: 6.25" nominal
- Handhole Specifications:
 - Reinforced composite handhole cover
 - 3" x 6" minimum cutout
 - ¼ x 20 SS hex nut with locknut
 - 18" insulated attachment lanyard
 - Non-conductive backing bar

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- Cable entry @ 24" below groundline
- Alliance Composites #DH18FHDS3-CPS for reference only.

2.2.10 **31010 052 041**
35 ft Direct Burial Pole with 6 ft Arm

- Pole Specifications:
 - Filament wound composite shaft consisting of continuous fiberglass roving combined with thermosetting polyester resin wound in low angle helicals and high angle hoops providing for maximum resistance to deflection and shear.
 - Color: Bronze Ral 7022, Finish: Smooth, Pole deflection @ 36" 500# or greater
 - Pole must withstand total load of 1000# without failure
 - ANSI C136.20, ASTM 4923, Class 1, AASHTO LTS-2-1944
 - Pole Weight: 140 pounds
 - Pole Tip: 6.5" normal
 - Pole Base: 12.5" normal
- Handhole Specification:
 - Reinforced composite handhole cover
 - 4" x 12" minimum cutout
 - (2) 1/4 x 20 SS hex nut with locknut
 - 18" insulated attachment lanyard
 - Non-conductive backing bar
 - Homac RB6214SL Terminal Block
 - Mounted on 6x14 fiberglass board
- Cable entry @ 24" below groundline
- Alliance Composites #DH35FHDS3 – CPS -15 for reference only.

2.2.11 **31010 052 101**
CCD-type pedestrian street light pole assembly (pole length of 14 ft)

Description

This specification provides the detailed design requirements for a CCD-type pedestrian street light pole and luminaire assembly with a 150-watt amp and ballast system. Total pole and luminaire height shall be 17 ft with a pole length of 14 ft and luminaire assembly height of 3 ft.

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Standards

All materials shall be manufactured in accordance with current AASHTO, AWS, ANSI, ASTM and NEMA standards, and PennDOT 408 Sections 1101 and 1105. All lighting fixtures shall be manufactured according to all requirements of the Underwrites Laboratories Standards for Safety.

Aluminum Casting

All cast aluminum components shall conform to ASTM B-26-95 Alloy 356.1 with minimum 3/8-inch sand castings. Castings shall be true to pattern and of uniform thickness with a +1/16 inch tolerance castings shall be uniform in quality and free from any defects affecting their appearance or strength. All casting component openings shall be smooth and free of rough edges and burrs to avoid any damage to the insulation of individual electrical conductors.

Powder Coat Finish

All aluminum shall be blasted to “near white” condition with stainless steel shot. A six-stage total immersion pretreatment system shall be used. The stages shall consist of: washing, degreaser, rinse, phosphate conversion coating, rinse, no-chromium sealer, and rinse. All posts shall be powder coated with a premium TGIC polyester powder designed for maximum exterior exposure. Color to match Sherwin-Williams PGS8-1020-T, “CCD Green Polyester”.

Wet Paint Finish

All aluminum shall be completely cleared of loose material, dirt and oil, finish in one coat of primer and two finish coats of an approved high quality aliphatic, acrylic polyurethane paint, prior to shipping; follow all manufacturers’ recommendations for preparation and application. Color shall match MAB #24-660 “Ebony Green”. Supply touch paint as needed.

Assembly Hardware

All internal hardware shall be captive Phillips-head screws; all external hardware shall be ¼ x 20 stain-less steel hex-head set screws, unless otherwise approved. Allen screws and vandal proof hardware are not acceptable. All visible hardware shall be painted to match the pole color.

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Manufacturer Warranty

The product manufacturer shall guarantee all pole and luminaire components free from defects in materials and workmanship for a period of one year after installation. Defective components shall be repaired or replaced including the cost of labor, materials, and shipment during the warranty period.

Ballast Warranty

The ballast manufacturer shall provide a five (5) year warranty against defects on materials and workmanship for each ballast assembly.

Manufacturer Approval

Each manufacturer shall submit shop drawings for review and approval prior to manufacture.

Samples

One full-size working sample of the pole and luminaire shall be submitted for operational review prior to manufacture, unless otherwise approved by the Engineer.

Pole Assembly

Description

The pole assembly shall consist of an extruded aluminum shaft and cast aluminum base with an overall length of 14 ft. The pole shaft and base shall be welded together for unitized construction and shipped from the factory in one piece.

Pole Shaft

The shaft shall be 4-inch diameter seamless aluminum alloy 6061-T6 extrusion with minimum 0.25-inch wall thickness.

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Pole Base

The base shall be minimum 48 inches in height with an 18-inch diameter at the base plate. The base plate shall include an 8-inch diameter conduit opening with an 11-inch diameter bolt circle, four bolt holes, slotted 1-1/4-inch by 2-inch, 90 degrees apart, shall accept 1-inch diameter anchor bolts. A grounding lug for #6 AWG wire shall be welded to the inside shaft accessible through the hand hole. The base and base plate shall be a one-piece sand casting.

Hand Hole

Provide an 8-inch x 12-inch flush, reinforced hand hole with fiberglass cover with an 18-inch long insulated cable, and two captive stainless steel hex bolts 1/4 x 20 with washers. Location shall be 18 inches from center of hand hole to pole base. Base casting shall be aluminum and a minimum of 3/8 inch thick. Spring City Electrical Mfg. Co. Drawing #15 for reference only.

2.2.12 **31010 052 100**
Luminaire Assembly (height of 3 ft) for CCD-type pedestrian street light pole

Note: The complete specifications, including warranty information, can be found under “CCD-type pedestrian street light pole assembly”. (See item #2.2.11)

Description

The luminaire shall consist of a complete assembly of the cast aluminum base and cage; aluminum cap; reflector with horizontal mounted lamp socket; ballast assembly, and electrical wiring. The assembly housing shall be of such size and surface area that all enclosed components shall operate within their designated operating temperatures under 24-hour service conditions. The luminaire shall be designed to provide an IES type 3 cutoff light distribution.

Luminaire Cap

Spun aluminum cap with decorative cast aluminum band and clear DR acrylic (high impact) up light lens. Cap shall have a watertight seal. Finial shall bolt directly to cap. Cap shall be attached to the cage with a detachable hinge and adjustable steel latch. The heavy-duty hinge shall be of rugged construction with corrosion resistant fittings.

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The luminaire cap shall be watertight against the sealing gasket when closed. Cap shall open to a maximum of 120 degrees to allow removal of the globe.

Luminaire Reflector

Hydro-formed of anodized aluminum of uniform quality and appearance with a minimum reflectivity of 90%. Reflector must be adjustable up to 360 degrees. Reflector must be clearly marked with its street side orientation. All fixtures shall be supplied with an internal house-side shield.

Luminaire Refractor

A clear DR acrylic globe shall be retained in the cage by positive pressure against the globe with a watertight sealed rubber gasket when the cap is closed. The luminaire cage shall consist of four tapered struts welded to the base. The globe shall be easily removable from the cage for replacement.

Luminaire Base

Cast aluminum slip-fitter welded to the luminaire cage to form a one-piece assembly. The base shall have a 4-1/4-inch opening secured to the pole by four pointed hex-head set screws. Each slip-fitter shall securely fit over a 4-inch diameter pole and factory tested for correct fit. Base shall have a removable access plate containing an ANSI Standard C136-10, three-pole, twist-lock photo-control receptacle. The access door shall contain a 1-inch clear plastic window for the photo-control sensor and shall be secured with two captive hex-head 1/4 x 20 set screws. The base access door shall be attached to the pole by a high-strength, non-conductive lanyard.

Ballast Assembly

Ballast shall be 150-watt HPS, 240-volt reactor-type ballast, high power factor (min 90%), capacitor, and starting aid mounted in a removable housing accessible through the top of the luminaire. Ballast shall conform to Advance #71A9948, Universal #1233-183S R-HPF, or approved equal.

Electrical Wiring

Type THHN/THWN No 12 AWG stranded copper wire, with three conductors (black, white, and green), shall connect the luminaire base to the terminal block in the base of the pole. Type TFFN #16 AWG stranded copper fixture wiring shall be used within the luminaire

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assembly. Provide four quick-disconnect plugs for the ballast, lamp, photo-control receptacle, and service wire connections. All electrical conductors shall be continuous and of sufficient length to eliminate the need for splices.

Terminal Block

Furnish a 12-point (6 over 6) terminal block for connection of the electrical service wire (up to 1/0 AWG) and luminaire service wire (up to #2 AWG) mounted at the rear of the hand hole. The terminal block shall be Homac #RB6214SL, or approved equal.

Spring City Electrical Mfg. Co. Drawing #FIX-27299 for reference only.

2.2.13 **31010 052 028**
Aluminum Bracket, 4 feet.

City of Philadelphia Street Light Davit Drawing #SL0520 for reference only.

2.2.14 **31010 052 029**
Aluminum Bracket, 8 feet.

City of Philadelphia Street Light Davit Drawing #SL0520 for reference only.

2.2.15 **31010 052 039**
Aluminum Alloy Bracket, 6 feet.

- All material 6063-T6 aluminum alloy
- Part number #U2006800T
- Curlee Drawing for reference only.

2.2.16 **31010 052 042**
Mast Arm Assembly, 10 feet.

- Anchor bolts are not included.
- Requires: (2) – 0.63" XPole OD, 4" fully threaded hex head bolts, each with (1) nut and (1) lock washes
- Base coat: hot dip galvanize in accordance with ASTM A123
- Finish coat: TGIC or urethane polyeater powder
- Color: Fed Park Service brown (Fed Color 595A-20040)
- City of Philadelphia Mast Arm Drawing #TE0510 for reference only.

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- 2.2.17 **31010 052 043**
Mast Arm Assembly, 15 feet.
- Same specifications as item #2.2.16 above.
 - City of Philadelphia Mast Arm Drawing #TE0510 for reference only.
- 2.2.18 **31010 052 044**
Mast Arm Assembly, 20 feet.
- Same specifications as item #2.2.16 above.
 - City of Philadelphia Mast Arm Drawing #TE0510 for reference only.
- 2.2.19 **31010 052 045**
Mast Arm Assembly, 25 feet.
- Same specifications as item #2.2.16 above.
 - City of Philadelphia Mast Arm Drawing #TE0510 for reference only.
- 2.2.20 **31010 052 046**
Mast Arm Assembly, 30 feet.
- Same specifications as item #2.2.16 above.
 - City of Philadelphia Mast Arm Drawing #TE0510 for reference only.
- 2.2.21 **31010 052 047**
Mast Arm Assembly, 35 feet.
- Same specifications as item #2.2.16 above.
 - City of Philadelphia Mast Arm Drawing #TE0510 for reference only.
- 2.2.22 **31010 052 048**
Mast Arm Assembly, 40 feet.
- Same specifications as item #2.2.16 above.
 - City of Philadelphia Mast Arm Drawing #TE0510 for reference only.

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2.2.23 **31010 052 049**
Mast Arm Assembly, 45 feet.

- Same specifications as item #2.2.16 above.
- City of Philadelphia Mast Arm Drawing #TE0510 for reference only.

2.2.24 **31010 052 057**
Mast Arm Assembly, 50 feet.

- Same specifications as item #2.2.16 above.
- City of Philadelphia Mast Arm Drawing #TE0510 for reference only.

2.2.25 **31010 052 058**
Mast Arm Assembly, 55 feet.

- Same specifications as item #2.2.16 above.
- City of Philadelphia Mast Arm Drawing #TE0510 for reference only.

2.2.26 **31010 052 059**
Mast Arm Assembly, 60 feet.

- Same specifications as item #2.2.16 above.
- City of Philadelphia Mast Arm Drawing #TE0510 for reference only.

2.2.27 **31010 052 056 00**
Light Photocontrol

- ANSI Standard C136.10 – 2006 Solid State Circuitry.
- Connection: 3 pole, locking type, with solid brass legs
- Switch: Normally Open-Momentary-Sealed-Styled Relay
- Turn On Light Level: 2.6 fc
- Turn Off Light Level: 1:1.5 fc average turn-on to turn-off ratio
- Response Time-Turn On: Instantaneous
- Response Time-Turn Off: 3-5 seconds
- Operating Voltage: 105-305 Vac
- Load Rating: 1000 watts, 1800V.A.
- Power Consumption: 0.35 watts average at 120 Vac
- Surge Protection: 380 Joules, 13,000 amps, 320 V RMS
- Switch Lifetime: 5,000 operations at rated load of 1,000 watts.
- Fail Mode: fail-off

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- Housing Color: Green
- Housing Material: high impact polypropylene with UV resistant polycarbonate shatterproof window
- Housing Marking: year of installation permanently marked
- Warranty shall be for eight (8) years from date of manufacture. The warranty is one (1) for one (1) replacement for units with factory defects.
- Model: Sunrise Technologies/FP OLC #P124-7881 or approved (from the City) equal.

- 2.2.28 **31010 034 002**
Timer; photocontrol, outdoor, Intermatic Photocell #HB51RC (used around City Hall)
- 2.2.29 **31010 050 024 02**
Replacement handhole cover for Benjamin Franklin Parkway Pole.
(See item #2.2.49)
- 2.2.30 **31010 052 112 02**
Replacement handhole cover for Franklin Anchor Base Pole.
(See item #2.2.48)
- 2.2.31 **31010 050 020 00**
Replacement handhole cover for Fiberglass Streetlight Pole with 11” Bolt Circle. (See item #2.2.7)
- 2.2.32 **31010 052 040 00**
Replacement handhole cover for 11” Bolt Circle Post Top Pole with Shroud.
(See item #2.2.3)
- 2.2.33 **31010 050 021 00**
Replacement handhole cover for Fiberglass Streetlight Pole with 15” Bolt Circle. (See item #2.2.8)
- 2.2.34 **31010 052 041 00**
Replacement handhole cover for 35 ft Direct Burial Pole with 6 ft Arm.
(See item #2.2.10)

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- 2.2.35 **31010 050 017 00**
Replacement handhole cover for Fiberglass Streetlight Pole with 7.5” Bolt Circle. (See item #2.2.6)
- 2.2.36 **31010 052 101 00**
Replacement handhole cover for CCD-type Pedestrian Streetlight Pole. (See item #2.2.11)
- 2.2.37 **31010 050 027 00**
Replacement handhole cover for 18 ft Direct Burial EPA 10 Pole, Post Top. (See item #2.2.9)
- 2.2.38 **31010 052 068**
50 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
- Shall contain up to 90% less mercury than a standard high pressure sodium lamp.
 - Shall include a lead-free brass base & must pass the existing Federal TCLP limits.
 - Must have a rating of 40,000 average rated life hours.
 - Lamp shall be a direct retrofit on existing ANSI designated ballasts of similar wattage of standard high pressure sodium lamps and shall meet or exceed existing ANSI specifications for those corresponding wattages.
 - Lamp shall remain off at the end of life and not cycle.
 - Lamp shall have date markings stamped into base so that install date can be noted.
 - Markings are to be the first letter of each month and the last two digits of the year for a ten (10) year period. (Example: JFMAMJJASOND 11 12 13 14 15 16 17 18 19 20 21)
 - Lamp shall be coded by the manufacturer with the month, day and year of manufacture.
 - Warranty shall be a one (1) for one (1) replacement of defective lamps for four (4) years from date of installation.
 - Lumalux Plus/Eco Lighting, Manufactured by Sylvania as a reference only.

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- 2.2.39 **31010 058 068 00**
70 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
- Same specifications as item #2.2.38 above.
 - Lumalux Plus/Eco Lighting, Manufactured by Sylvania as a reference only.
- 2.2.40 **31010 058 068 01**
100 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
- Same specifications as item #2.2.38 above.
 - Lumalux Plus/Eco Lighting, Manufactured by Sylvania as a reference only.
- 2.2.41 **31010 058 068 02**
150 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
- Same specifications as item #2.2.38 above.
 - Lumalux Plus/Eco Lighting, Manufactured by Sylvania as a reference only.
- 2.2.42 **31010 058 068 03**
200 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
- Same specifications as item #2.2.38 above.
 - Lumalux Plus/Eco Lighting, Manufactured by Sylvania as a reference only.
- 2.2.43 **31010 058 068 04**
250 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
- Same specifications as item #2.2.38 above.
 - Lumalux Plus/Eco Lighting, Manufactured by Sylvania as a reference only.
- 2.2.44 **31010 058 068 05**
400 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
- Same specifications as item #2.2.38 above.
 - Lumalux Plus/Eco Lighting, Manufactured by Sylvania as a reference only.

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2.2.45 **Benjamin Franklin Parkway Luminaire**

- Luminaire accepts a 1-1/2" N.P.S. pipe nipple and is secured with (1) 1/4" – 20 x 2" long hex head bolt.
- Height: 36-1/4"
- Width: 20-1/2"
- Material: cast aluminum
- Globe: stippled or acrylic
- Finish: prime paint then finish paint, Sherwin Williams Acrolon – CCD green
- Lamping: 400 watt high pressure sodium (lamp by others)
- Voltage: 240 volt
- Socket: mogul base
- Ballast: Advance #71A84G7
- Spring City Electrical Mfg. Co. Drawing #16 for reference only.

2.2.45.1 **31010 050 022**

Bidder shall provide pricing for an order between five (5) to nine (9) pieces.

2.2.45.2 **31010 050 022 01**

Bidder shall provide pricing for an order of ten (10) or more pieces.

2.2.46 **Luminaire: Franklin Fixture with arm (100 watt)**

- Height: 25-7/16"
- Width: 17-1/2"
- Material: cast aluminum
- Panels: seedy acrylic (3 sides & door) and clear polycarbonate bottom
- Finish: prime paint then finish paint – classic black
- Lamping: 100 watt high pressure sodium ED-23 (lamp by others)
- Ballast: 120 volt reactor type ballast Advance #71A8007
- Socket: mogul base
- Photo Control: receptacle must be ANSI standard (photo cell by others)
- Spring City Electrical Mfg. Co. Drawing #FIX-25518 for reference only.

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2.2.46.1 **31010 052 113**
Bidder shall provide pricing for an order between five (5) to ten (10) pieces.

2.2.46.2 **31010 052 113 00**
Bidder shall provide pricing for an order of eleven (11) or more pieces.

2.2.47 **Gooseneck for Spring City Franklin Luminaire**

- Spring City Electrical Mfg. Co. Drawing #18 for reference only.

2.2.47.1 **31010 052 108**
Bidder shall provide pricing for an order between one (1) to forty-nine (49) pieces.

2.2.47.2 **31010 052 108 00**
Bidder shall provide pricing for an order of fifty (50) or more pieces.

2.2.48 **Anchor Base for Pole (Franklin), with Ladder Rest & Anchor Bolt Cover**

- Height: 10' - 0"; Base: 11" square; Material: One piece cast aluminum alloy.
- ANSI 356 per ASTM B26
- Finish: Prime paint then finish paint
- Access Door: secured with stainless steel, hex head, cap screws.
- Grand stud provisions: Drill and tap inside wall of base opposite from the access door to accommodate a 1/4" - 20 ground stud
- Anchor Bolts: Four 1" diameter x 30" long + 4" hook (fully galvanized with one galvanized nut & one galvanized washer per bolt.)
- Bolt Projection: 3" required.
- Tenon: 1-7/8" sq x 9" deep hole (to accept reverse tenon).
- Spring City Electrical Mfg. Co. Drawing #18 for reference only.

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- 2.2.48.1 **31010 052 112**
Bidder shall provide pricing for an order between five (5) to ten (10) pieces.
- 2.2.48.2 **31010 052 112 00**
Bidder shall provide pricing for an order between eleven (11) to nineteen (19) pieces.
- 2.2.48.3 **31010 052 112 01**
Bidder shall provide pricing for an order of twenty (20) or more pieces.

2.2.49 **Benjamin Franklin Parkway Luminaire**

Luminaire Specifications

- Height: 36-1/4"
- Width: 20-1/2"
- Material: cast aluminum
- Globe: stippled or acrylic
- Finish: prime paint then finish paint, Sherwin Williams, Acrolon – CCD green
- Lamping: 400 watt high pressure sodium (lamp by others)
- Voltage: quad wired at 240
- Socket: mogul base
- Photo control: Fisher Pierce Sun-Tech (Part #P124-7881)
- Distribution: Type III (asymmetric distribution)

Cross Arm Specifications

- Style: Benjamin Franklin Parkway Cross Arm
- Height: 5' ft 5-78"
- Width: 3' ft 2" post to luminaire
- Material: cast aluminum
- Finish: prime paint then finish paint, Sherwin Williams, Acrolon – CCD green
- Tenon: 1-1/2" N.P.S. pipe nipple

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Lamp Post Specifications

- Style: Benjamin Franklin Parkway
- Height: 25' ft 10"
- Light Center: 28 ft 2"
- Base: 25" diameter
- Material:
 - Shaft: .312" thick, smooth tapered 6063-T6 aluminum shaft
 - Base: 2 piece (wrap around) heavy wall cast, aluminum alloy SR319, per ASTM B26-95
 - Finish: prime paint then finish paint, Sherwin Williams, Acrolon – CCD green
 - Access Door: located in base to coincide with hand hole in aluminum shaft secured with (2) 14" – 20 x 1-12" long hex head bolts (18" aircraft cable sheathed in plastic used to the other door to base)
- Ground Stud Provisions: 1/4" – 20 UL listed grounding lug (supplied by Spring City)
- Anchor Bolts: (4) 1" x 30" + 4" hook per ASTM 449 – high strength bolt (1 nut and 1 washer required)
- Bolt projection: 5" required
- Tenon: 4-12" diameter x 51-12" high (to accept cross arm)

Note: Spring City Electrical Mfg. Co. Drawing #14 for reference only.

- 2.2.49.1 **31010 050 029**
Benjamin Franklin Parkway w/ Banner Arm & Cross Arm
Bidder shall provide pricing for an order between five (5) to nine (9) pieces.
- 2.2.49.2 **31010 050 029 00**
Benjamin Franklin Parkway w/ Banner Arm & Cross Arm
Bidder shall provide pricing for an order of ten (10) or more pieces.
- 2.2.49.3 **31010 050 024**
Benjamin Franklin Parkway Pole
Bidder shall provide pricing for an order between five (5) to nine (9) pieces.

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2.2.49.4 **31010 050 024 01**
Benjamin Franklin Parkway Pole
Bidder shall provide pricing for an order of ten (10) or more pieces.

2.2.50 **Benjamin Franklin Parkway Banner Arm, 8 feet.**

- Must be installed as singles only
- 6" square x 3/4" thick aluminum plate
- Front Elevation: (2) aluminum donuts – each secured with (3) 1/4" – 20 x 1- 1/2" long cup point socket set screws (located 120° apart).
- Side Elevation: each arm attached to channel with (4) 1/2" – 13 x 2" long 316 stainless steel hex head bolts with (1) lockwasher (located 90° apart).
- 4" diameter donut welded to arm.
- 6" diameter bolt circle.
- Spring City Electrical Mfg. Co. Drawings #20 and #21 for reference only.

2.2.50.1 **31010 050 025**
Bidder shall provide pricing for an order between five (5) to nine (9) pieces.

2.2.50.2 **31010 050 025 01**
Bidder shall provide pricing for an order of ten (10) or more pieces.

2.2.51 **Benjamin Franklin Parkway Cross Arm**

- 1-1/2" x 3" long N.P.P.S. pipe nipple
- Pipe nipple is secured with (1) 1/4" – 20 x 2" long hex bolt. Note: drilled & tapped into the pipe nipple.
- (3) 1/4" – 20 x 2- 1/2" long hex head bolts (located 120° apart)
- 4- 1/2" diameter x 4'- 9- 1/2" high tenon

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- 3/8" TYP wall thickness
- (3) 1/4" - 20 x 1- 1/4" long hex head bolts (located 120° apart)
- 7" O.D. x 1/2" thick aluminum plate (4- 5/8" L.D.)
- 5- 1/2" long section welded inside aluminum shaft
- Spring City Electrical Mfg. Co. Drawing #22 for reference only.

2.2.51.1 **31010 050 026**

Bidder shall provide pricing for an order between five (5) to nine (9) pieces.

2.2.51.2 **31010 050 026 01**

Bidder shall provide pricing for an order of ten (10) or more pieces.

2.3 **Pricing:**

2.3.1 For items 5.1.1 through 5.1.44:

Bidder(s) shall state the unit price for these items.

2.3.2 For items 5.1.45 through 5.1.51:

Bidder(s) shall provide pricing for the range stated under each of the items listed.

Note: **For all items listed in Section 5.1:**

Prices shall remain firm for the Initial Term of the Contract. If subsequent Renewal Terms are exercised by the City, the awarded bidder may increase prices as per paragraph 4.3.1 "Price Increase or Decrease." In addition, bidder(s) shall state the manufacture and model # of each item bid, in the spaces provided throughout Section 5.1.

2.3.3 Section 5.2 only - **General Electric** (31010 057)

Estimated Expenditures for G.E. products.....\$150,000.00

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The City has selected a representative sample of the types of items it requires. This sample is used only to determine overall pricing and award information. Items to be acquired ARE NOT LIMITED TO THOSE LISTED IN THE PRICING SECTION. The City of Philadelphia may request other G.E. luminaires/products at any time during the contract period.

No alternates shall be accepted for any G.E. luminaires/products requested by the City of Philadelphia. Discount applies to ALL items listed in General Electric's catalog, even if they are not listed in this Invitation and Bid.

Bidder(s) shall provide pricing according to 2.3.3.1 through 2.3.3.7 below.

- 2.3.3.1 Enter the "List Price" from the bidder's submitted price list for each item listed in the "Representative Sample".
- 2.3.3.2 Enter the "Net Price" for each item listed (the price bidder will charge the City).
- 2.3.3.3 To calculate the "Total Amount for List Price", take the estimated quantity and multiply it with the "List Price" for each item listed. Then, add up the prices under the column, "Total Amount for List Price" to obtain "Total Amount for List Price" for line item 5.2.13.
- 2.3.3.4 To calculate the "Total Amount for Net Price", take the estimated quantity and multiply it with the "Net Price" for each item listed. Then, add up the prices under the column, "Total Amount for Net Price" to obtain "Total Amount for Net Price" for line item 5.2.14.
- 2.3.3.5 Compute and enter the "Difference" (on line item 5.2.15) between "Total Amount for List Price" and the "Total Amount for Net Price" ("Total Amount for List Price" Minus "Total Amount for Net Price").
- 2.3.3.6 Compute and enter the "Discount" (on line item 5.2.16) by dividing the computed "Difference" by the "Total Amount for List Price".

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- 2.3.3.7 The computed percentage “Discount” will apply to all General Electric items ordered by the City of Philadelphia. The list in Section 5 is not exclusive. Discount applies to ALL items listed in General Electric’s catalog.

Note: Bidder(s) must submit, with the bid, the price list from which they are quoting from.

Discount MUST remain firm for the life of this contract, although list may be updated in the event of price changes in the published price lists established by the Manufacturer. The Manufacturer’s list price shall be the current published price list at the time of the bid opening. Discount will remain firm for the entire period of the contract to include any subsequent renewal and/or extension period(s). (See paragraph 4.3.2 “Price Increase or Decrease.”)

- 2.3.4 The “Extended Total Bid Amount” shall be computed by taking the “Total” for Section 5.1 and adding to “Total Amount for Net Price”, item 5.2.14.

2.4 Delivery Location:

Street Lighting Shop
701 Ramona Avenue
Philadelphia, PA 19120
(215) 685 - 1220

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and 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

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(v) improper or incomplete execution of OEO documents (if applicable)

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

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

3.2 **AWARD:**

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder, per the “Extended Total Bid Amount” computed in Section 5, “Pricing”. Bidder must bid all items to be eligible for award.

3.2.1.1 **Basis of Award (For Evaluation Purposes Only)**
Using prices quoted in Section 5, “Pricing”

Basis of Award shall be based on the following:

Items 5.1.1 thru 5.1.44:
Unit Price X Quantity

PLUS

Items 5.1.45 thru 5.1.51:
Unit Price X the highest range number for that item/category X
the frequency of that item

PLUS

Items 5.2.1 thru 5.2.12:
Total Amount for Net Price

Items 5.1.45 thru 5.1.51 shall be evaluated based on the following:

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Unit price as bid, per item, in Section 5, "Pricing" **X** the highest range number for that item/category **X** the frequency for that item(s), listed below in paragraph 3.2.1.2. In the event that the highest number for a range is not listed, then the Buyer will use the initial starting range for that item. (e.g. See item 5.1.45.2. The range is "ten (10) or more pieces". Ten (10) will be used as the multiplier.)

Example (Items 5.1.45.1 & 5.1.45.2)

(Unit price bid for item 5.1.45.1) **x 9 x** (Frequency listed for item 5.1.45.1 as listed in Paragraph 3.2.1.2) = \$ _____

(Unit price bid for item 5.1.45.2) **x 10 x** (Frequency listed for item 5.1.45.2 as listed in Paragraph 3.2.1.2) = \$ _____

3.2.1.2 Frequency By Item:

5.1.45.1	X	1	5.1.49.1	X	1
5.1.45.2	X	1	5.1.49.2	X	1
5.1.46.1	X	1	5.1.49.3	X	1
5.1.46.2	X	1	5.1.49.4	X	1
5.1.47.1	X	1	5.1.50.1	X	1
5.1.47.2	X	1	5.1.50.2	X	1
5.1.48.1	X	1	5.1.51.1	X	1
5.1.48.2	X	1	5.1.51.2	X	1
5.1.48.3	X	1			

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. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

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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 exceeds \$500,000, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.3.1 and 1.3.2 shall apply.

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.

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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.

3.2.6

FOR SECTION 5.2 “GENERAL ELECTRIC LUMINAIRES/PRODUCTS” ONLY

Bidders are to submit, with the bid, or within forty-eight (48) hours upon request by the City of Philadelphia, representative sections of General Electric’s (G.E.) price list bidder intends to use for the purposes of this bid. Failure to submit the list within that time frame will render bidder ineligible for award. Price list shall be submitted in Adobe Acrobat PDF file or CD ROM to the buyer and to the addresses listed below. Vendor must indicate the company name and bid number on the price list. If the list price book is not available in electronic form, a hard copy will be accepted.

The representative sections of the price list must show the list price of all of the items listed in Section 5.2. Bidder must bid on all items listed. Bidder agrees that any price list or other literature to be submitted with the bid is for verification of price, product or specifications only. Any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid or resulting contract.

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

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

Vendor must submit copies of all amendments, updates, etc. to the submitted price list(s) to the following:

- **If sending amendment, updates, etc in Adobe Acrobat PDF file, email to: PRICEDESK@PHILA.GOV**
- **If sending a CD ROM, mail to: Procurement Department, Price Desk, Room 150 Municipal Services Building, 1401 J.F.Kennedy Blvd., Philadelphia, PA 19102, ATTN: Price Desk Clerk**

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

Additional Addresses for Manufacturer's List Prices:

(to be in the either Adobe Acrobat PDF file or CD ROM)

Office of the Director of Finance

Bureau of Accounts
Municipal Services Building, 13th floor
Phila., PA 19102
Attn: Manager, Financial Verification & Accounting Section

City Controller

Municipal Services Building, 13th floor
Phila., PA 19102
Attn: Examination Supervisor

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Procurement Department, Price Desk
Municipal Services Building, Room 150
Phila., PA 19102
Attn: Price Desk Clerk
email: PRICEDESK@PHILA.GOV

To any Using Agency from whom vendor receives a purchase order.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

Order Against Contracts

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 following information to help the City process payments to the Contractor as quickly as possible.

- (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.

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- (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.

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: FOR SECTION 5.1 ONLY**

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:

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.**

4.1.4.1 **ADD-ONS: FOR SECTION 5.2 ONLY**

The City reserves the right to add, delete or change locations; or to acquire other types of **Street Lighting Products** 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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If the items to be acquired are contained on the price list submitted by the vendor, but are not specifically listed on the bid, no letter is required. The items will be paid for at the discount listed in Section 5: Pricing. If the items are not contained on the price list, the vendor must submit a letter on vendor's letterhead, listing the bid number, the period of the contract, the item(s) with full descriptions and specifications and the price to the City. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.** If the letter is accepted by the City, it will automatically become part of the vendor's contract.

4.2 **VENDOR RESPONSIBILITY:**

- 4.2.1 Contractor may deliver only products 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 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 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:**
Except for "special order" items, delivery of product will be made within one (1) day from date requested by the Streets Department.

VENDOR NOTE: In Section 5, specify delivery time expected for "special order" items.

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4.2.4.1 **Liquidated Damages:**

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

4.2.5 In the event that the contractor receives an order for products 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 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 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 **RECYCLING INFORMATION REQUEST:**

The City of Philadelphia requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content? YES NO

Is your product packaged and/or shipped in material containing recycled content? YES NO

Is your product recyclable after it has reached its intended end use? YES NO

Is your product shipped in returnable Containers? YES NO

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

4.2.10 **FOR ITEMS LISTED IN SECTION 5.2 ONLY:**

For all invoices submitted, vendor must agree that all pricing can be verified in the price lists submitted after award and on file in Finance, the Controller's Office and Procurement (see Section III above).

Vendor must agree that all pricing can be verified in the price list(s) submitted after award as per Paragraph 3.2.6 above. Vendor must submit copies of all amendments, updates, etc. to the appropriate address listed in Paragraph 3.2.6 above.

4.2.11 **Invoices/Receipts:**

4.2.11.1 Invoices shall be processed for payment once per month after acceptance by the Streets Department..

4.2.11.2 All invoices/receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel..

4.2.11.3 Invoices should be sent in triplicate to each ordering department

4.2.11.3.1 One (1) original and two (2) copies fully itemized invoices.

4.2.11.3.2 See also item 4.1.2 above.

4.2.12 Payments to OEO Subcontractors

The below paragraph applies to all Invitation and Bids (I & B) containing OEO Participation Requirements:

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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 provide proof of said payments upon any request by the City.

Failure to comply with the City's payment reporting process may be considered an Event of Default.

4.3 **PRICE INCREASE OR DECREASE**

4.3.1 **For Section 5.1, use the following:**

Successful bidder shall provide Street Lighting Products 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 two (2) additional one (1) year period(s) plus six (6) additional months. 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.

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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 (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for December 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).

4.3.2 **For Section 5.2, use the following:**

Prices herein are subject to increase or decrease in the event of any price changes in the general or published price established by the Manufacturer. Discount from Manufacturer's price list (as quoted in Section 5) must remain firm for the life of this contract (and any applicable renewal option), with the following exception: discount may be increased by vendor at any time during the contract period, to include any applicable renewals. Notice of all such changes shall be given in writing to the Procurement Department, Department of Finance and the Controller. This notice must be accompanied by the notice from the Manufacturer to the vendor showing the price changes.

City reserves the right to review the propriety of the price rise and cancel the contract at its discretion.

Vendor must give 60 days notice of price increase, in writing, to the City. Notice shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract # and period of contract.

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

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

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

Failure to notify the City within the time frame specified in 4.3.1 and 4.3.2 will result in a commensurate delay in implementing the price change.

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

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<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.1.3 **31010 052 040**
11” Bolt Circle Post Top Pole, Anchor Base with Shroud
(See item #2.2.3)

	50	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.4 **31010 052 031**
Valmont D-Pole
(See item #2.2.4)

	5	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.5 **31010 034 000**
Transformer (used around City Hall)
(See item #2.2.5)

	1	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.6 **31010 050 017**
7.5” Bolt Circle Street Light Pole, Anchor Base, Fiberglass
(See item #2.2.6)

	50	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.7 **31010 050 020**
Fiberglass Streetlight Pole with 11” Bolt Circle
(See item #2.2.7)

	250	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

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	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.1.8	31010 050 021 Fiberglass Streetlight Pole with 15" Bolt Circle (See item #2.2.8)	50	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.9	31010 050 027 18 ft Direct Burial EPA 10 Pole, Post Top (Tenon 3" x 3.75 aluminum) (See item #2.2.9)	50	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.10	31010 052 041 35 ft Direct Burial Pole with 6 ft Arm (See item #2.2.10)	50	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.11	31010 052 101 CCD-type pedestrian street light pole assembly (pole length of 14 ft) (See item #2.2.11)	25	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.12	31010 052 100 Luminaire Assembly (height of 3 ft) for CCD-type pedestrian street light pole (See item #2.2.12)	25	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

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		<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.13	31010 052 028 Aluminum Bracket, 4 feet. (See item #2.2.13)	50	EA	\$ _____	\$ _____
	State Manufacturer/Model #: _____				
5.1.14	31010 052 029 Aluminum Bracket, 8 feet. (See item #2.2.14)	25	EA	\$ _____	\$ _____
	State Manufacturer/Model #: _____				
5.1.15	31010 052 039 Aluminum Alloy Bracket, 6 feet. (See item #2.2.15)	50	EA	\$ _____	\$ _____
	State Manufacturer/Model #: _____				
5.1.16	31010 052 042 Mast Arm Assembly, 10 feet. (See item #2.2.16)	1	EA	\$ _____	\$ _____
	State Manufacturer/Model #: _____				
5.1.17	31010 052 043 Mast Arm Assembly, 15 feet. (See item #2.2.17)	1	EA	\$ _____	\$ _____
	State Manufacturer/Model #: _____				
5.1.18	31010 052 044 Mast Arm Assembly, 20 feet. (See item #2.2.18)	1	EA	\$ _____	\$ _____
	State Manufacturer/Model #: _____				

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	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.1.19	31010 052 045 Mast Arm Assembly, 25 feet. (See item #2.2.19)	1	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.20	31010 052 046 Mast Arm Assembly, 30 feet. (See item #2.2.20)	1	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.21	31010 052 047 Mast Arm Assembly, 35 feet. (See item #2.2.21)	1	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.22	31010 052 048 Mast Arm Assembly, 40 feet. (See item #2.2.22)	1	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.23	31010 052 049 Mast Arm Assembly, 45 feet. (See item #2.2.23)	1	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.24	31010 052 057 Mast Arm Assembly, 50 feet. (See item #2.2.24)	1	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

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	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.1.25	31010 052 058 Mast Arm Assembly, 55 feet. (See item #2.2.25)	1	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.26	31010 052 059 Mast Arm Assembly, 60 feet. (See item #2.2.26)	1	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.27	31010 052 056 00 Light Photocontrol, ANSI Standard C136.10 – 2006 Solid State Circuitry. (See item #2.2.27)	50	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.28	31010 034 002 Timer; photocontrol, outdoor (used around City Hall) (See item #2.2.28)	1	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.29	31010 050 024 02 Replacement handhole cover for Benjamin Franklin Parkway Pole. (See item #2.2.29)	50	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.30	31010 052 112 02 Replacement handhole cover for Franklin Anchor Base Pole. (See item #2.2.30)	50	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

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	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.1.31 **31010 050 020 00**
Replacement handhole cover for Fiberglass Streetlight Pole with 11" Bolt Circle.
(See item #2.2.31) 50 EA \$_____ \$_____

State Manufacturer/Model #: _____

5.1.32 **31010 052 040 00**
Replacement handhole cover for 11" Bolt Circle Post Top Pole with Shroud.
(See item #2.2.32) 50 EA \$_____ \$_____

State Manufacturer/Model #: _____

5.1.33 **31010 050 021 00**
Replacement handhole cover for Fiberglass Streetlight Pole with 15" Bolt Circle.
(See item #2.2.33) 50 EA \$_____ \$_____

State Manufacturer/Model #: _____

5.1.34 **31010 052 041 00**
Replacement handhole cover for 35 ft Direct Burial Pole with 6 ft Arm.
(See item #2.2.34) 50 EA \$_____ \$_____

State Manufacturer/Model #: _____

5.1.35 **31010 050 017 00**
Replacement handhole cover for Fiberglass Streetlight Pole with 7.5" Bolt Circle.
(See item #2.2.35) 50 EA \$_____ \$_____

State Manufacturer/Model #: _____

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<u>Estimated</u>	<u>Unit of</u>	<u>Unit</u>	<u>Total</u>
<u>Quantity</u>	<u>Measure</u>	<u>Price</u>	<u>Amount</u>

5.1.36 **31010 052 101 00**
Replacement handhole cover for CCD-type Pedestrian Streetlight Pole.
(See item #2.2.36) 50 EA \$_____ \$_____

State Manufacturer/Model #: _____

5.1.37 **31010 050 027 00**
Replacement handhole cover for 18 ft Direct Burial EPA 10 Pole, Post Top.
(See item #2.2.37) 50 EA \$_____ \$_____

State Manufacturer/Model #: _____

5.1.38 **31010 052 068**
50 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
(See item #2.2.38) 5 EA \$_____ \$_____

State Manufacturer/Model #: _____

5.1.39 **31010 058 068 00**
70 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
(See item #2.2.39) 5 EA \$_____ \$_____

State Manufacturer/Model #: _____

5.1.40 **31010 058 068 01**
100 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
(See item #2.2.40) 5 EA \$_____ \$_____

State Manufacturer/Model #: _____

5.1.41 **31010 058 068 02**
150 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base
(See item #2.2.41) 5 EA \$_____ \$_____

State Manufacturer/Model #: _____

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		<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.42	31010 058 068 03 200 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base (See item #2.2.42)	5	EA	\$ _____	\$ _____

State Manufacturer/Model #: _____

5.1.43	31010 058 068 04 250 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base (See item #2.2.43)	5	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

5.1.44	31010 058 068 05 400 Watt, Non-cycling, High Pressure Sodium Lamp with a Mogul Base (See item #2.2.44)	5	EA	\$ _____	\$ _____
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State Manufacturer/Model #: _____

For Items 5.1.45 through 5.1.51:

Bidder(s) shall provide pricing for the range stated under each of the items listed below.

		<u>Unit Price</u>		<u>Total Amount</u>
5.1.45	Benjamin Franklin Parkway Luminaire (See item #2.2.45)			
5.1.45.1	31010 050 022 five (5) to nine (9) pieces	\$ _____		\$ _____
5.1.45.2	31010 050 022 01 ten (10) or more pieces	\$ _____		\$ _____

State Manufacturer/Model #: _____

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Unit Price Total Amount

5.1.46 **Luminaire: Franklin Fixture with arm (100 watt)**
(See item #2.2.46)

5.1.46.1 **31010 052 113**
five (5) to ten (10) pieces

\$ _____ \$ _____

5.1.46.2 **31010 052 113 00**
eleven (11) or more pieces

\$ _____ \$ _____

State Manufacturer/Model #: _____

5.1.47 **Gooseneck for Spring City Franklin Luminaire**
(See item #2.2.47)

5.1.47.1 **31010 052 108**
one (1) to forty-nine (49) pieces

\$ _____ \$ _____

5.1.47.2 **31010 052 108 00**
fifty (50) or more pieces

\$ _____ \$ _____

State Manufacturer/Model #: _____

5.1.48 **Anchor Base for Pole (Franklin), with Ladder Rest & Anchor Bolt Cover**
(See item #2.2.48)

5.1.48.1 **31010 052 112**
five (5) to ten (10) pieces

\$ _____ \$ _____

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		<u>Unit Price</u>	<u>Total Amount</u>
5.1.48.2	31010 052 112 00 eleven (11) to nineteen (19) pieces	\$ _____	\$ _____
5.1.48.3	31010 052 112 01 twenty (20) or more pieces	\$ _____	\$ _____

State Manufacturer/Model #: _____

5.1.49

Benjamin Franklin Parkway Luminaire
(See item #2.2.49)

5.1.49.1	31010 050 029 w/ Banner Arm & Cross Arm five (5) to nine (9) pieces	\$ _____	\$ _____
5.1.49.2	31010 050 029 00 w/ Banner Arm & Cross Arm ten (10) or more pieces	\$ _____	\$ _____
5.1.49.3	31010 050 024 Pole five (5) to nine (9) pieces	\$ _____	\$ _____

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	<u>Unit Price</u>	<u>Total Amount</u>
5.1.49.4 31010 050 024 01 Pole ten (10) or more pieces	\$ _____	\$ _____

State Manufacturer/Model #: _____

5.1.50 **Benjamin Franklin Parkway Banner Arm, 8 feet.**
 (See item #2.2.50)

5.1.50.1 31010 050 025 five (5) to nine (9) pieces		
5.1.50.2 31010 050 025 01 ten (10) or more pieces		
	\$ _____	\$ _____

State Manufacturer/Model #: _____

5.1.51 **Benjamin Franklin Parkway Cross Arm**
 (See item #2.2.55)

5.1.51.1 31010 050 026 five (5) to nine (9) pieces		
	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2257780	PAGE OF 63 66
		FIRM NAME (Must be filled in)	

	<u>Unit Price</u>	<u>Total Amount</u>
5.1.51.2 31010 050 026 01 ten (10) or more pieces	\$ _____	\$ _____

State Manufacturer/Model #: _____

Total for Section 5.1	\$ _____
[(Unit Price x Qty) for Items 5.1.1 thru 5.1.44 Plus (Total Amount) for Items 5.1.45 thru 5.1.51]	

SECTION 5.2

**31010 057
General Electric Luminaires/Products**

Successful bidder will be required to provide the following G.E. luminaires/products.

Note: The City has selected a representative sample of the types of items it requires. This sample is used only to determine overall pricing and award information. Items to be acquired **ARE NOT LIMITED TO THOSE LISTED IN THE PRICING SECTION.** The City of Philadelphia may request other G.E. luminaires/products at any time during the contract period.

No alternates shall be accepted for any G.E. luminaires/products requested by the City of Philadelphia.

Discount applies to ALL items listed in General Electric's catalog, even if they are not listed in this Invitation and Bid.

Estimated Expenditures for G.E. products.....\$150,000.00

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2257780	PAGE OF 64 66
		FIRM NAME (Must be filled in)	

	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>List Price</u>	<u>Net Price</u>	<u>Total Amount for List Price</u>	<u>Total Amount for Net Price</u>
5.2.1	G.E. #M2AR10S1H2AMS1075 100 W, Gray Finish.					
	250	EA	\$_____	\$_____	\$_____	\$_____
5.2.2	G.E. #M2AR15S1H2AMS1075 150 W, Gray Finish.					
	250	EA	\$_____	\$_____	\$_____	\$_____
5.2.3	G.E. #M2AR15S1H2AMS1050 150 W, Bronze Finish.					
	50	EA	\$_____	\$_____	\$_____	\$_____
5.2.4	G.E. #MDCL25S3H22GMC31324 250 W, Bronze Finish.					
	250	EA	\$_____	\$_____	\$_____	\$_____
5.2.5	G.E. #MDCL40S3H22GMC31324 400 W, Bronze Finish.					
	250	EA	\$_____	\$_____	\$_____	\$_____
5.2.6	G.E. #P17M10S3H2AMN3BZ051 100 W, Bronze – Post Top					
	100	EA	\$_____	\$_____	\$_____	\$_____
5.2.7	G.E. #35-964960-55 PE Receptacle Assembly with Leads					
	50	EA	\$_____	\$_____	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2257780	PAGE OF 65 66
		FIRM NAME (Must be filled in)	

	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>List Price</u>	<u>Net Price</u>	<u>Total Amount for List Price</u>	<u>Total Amount for Net Price</u>
5.2.8	G.E. #35-964640-51 Socket with Leads, Mogul Base					
	50	EA	\$ _____	\$ _____	\$ _____	\$ _____
5.2.9	G.E. #35-967410-51 Ignitor					
	50	EA	\$ _____	\$ _____	\$ _____	\$ _____
5.2.10	G.E. #SAH07S1N21 Ballast Kit					
	50	EA	\$ _____	\$ _____	\$ _____	\$ _____
5.2.11	G.E. #SA-V2AL Optical Assembly					
	50	EA	\$ _____	\$ _____	\$ _____	\$ _____
5.2.12	G.E. #SA-V5AL Optical Assembly					
	50	EA	\$ _____	\$ _____	\$ _____	\$ _____
5.2.13	Total Amount for List Price.....\$ _____					
5.2.14	Total Amount for Net Price..... \$ _____					
5.2.15	Difference (Total Amount for List Price – Total Amount for Net Price).....\$ _____					
5.2.16	Discount (Difference ÷ Total Amount for List Price \$ _____					

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2257780	PAGE OF 66 66
		FIRM NAME (Must be filled in)	

Note: Bidder(s) must submit, with the bid, the price list from which they are quoting from.

Discount MUST remain firm for the life of this contract, although list may be updated in the event of price changes in the published price lists established by the Manufacturer. The Manufacturer's list price shall be the current published price list at the time of the bid opening. Discount will remain firm for the entire period of the contract to include any subsequent renewal and/or extension period(s).

State Effective Date of Price List: _____

EXTENDED TOTAL BID AMOUNT \$ _____
(Total for Section 5.1 PLUS
Item 5.2.14 "Total Amount for Net Price")

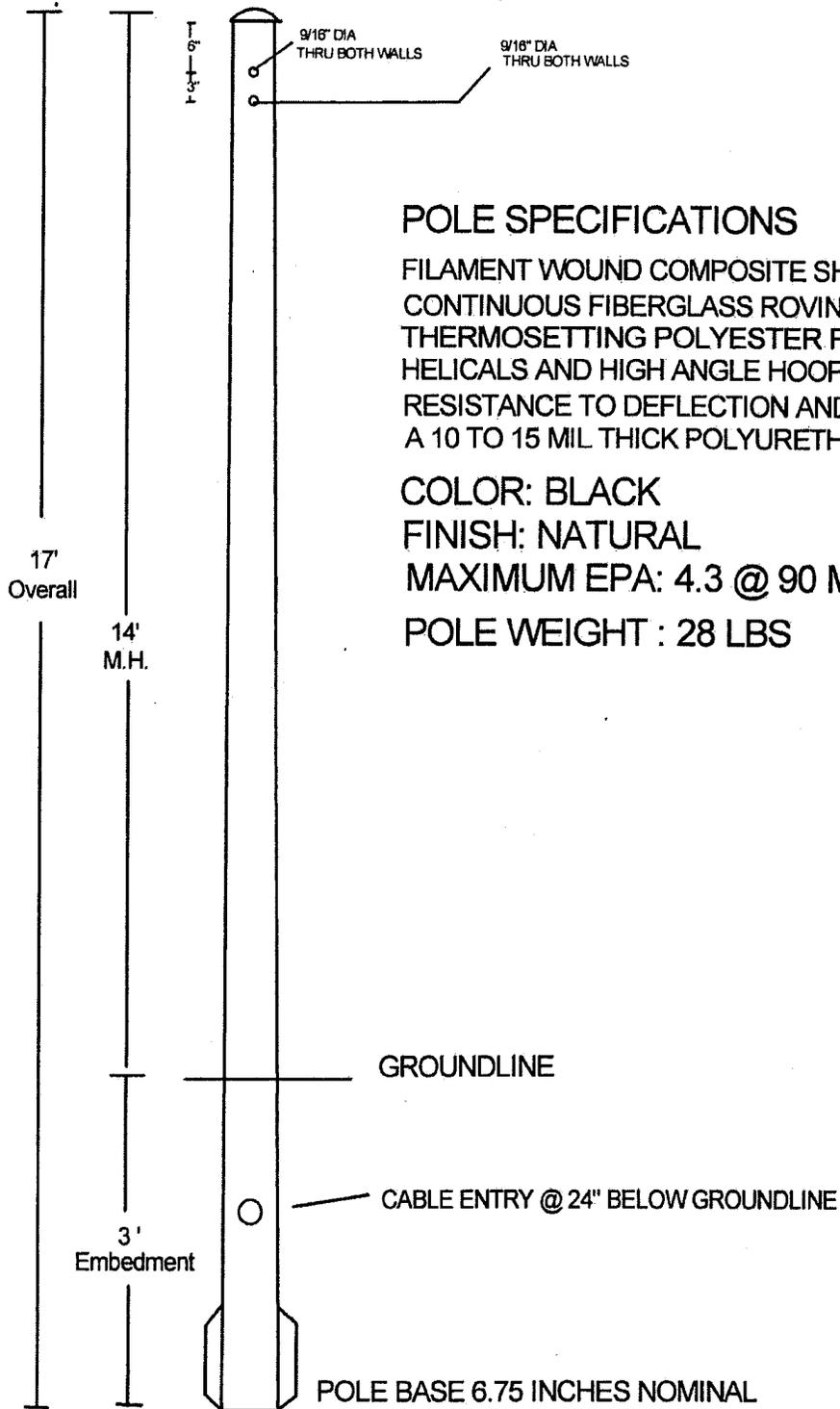
BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).

TYPE OF TRANSPORT: _____
BIDDER SHALL SPECIFY DELIVERY TIME EXPECTED FOR "SPECIAL ORDER" ITEMS.

DIRECT BURY POLE

APPROVAL

CAP POLE TIP: 4.0 INCHES NOMINAL



POLE SPECIFICATIONS

FILAMENT WOUND COMPOSITE SHAFT CONSISTING OF CONTINUOUS FIBERGLASS ROVING COMBINED WITH THERMOSETTING POLYESTER RESIN WOUND IN LOW ANGLE HELICALS AND HIGH ANGLE HOOPS PROVIDING FOR MAXIMUM RESISTANCE TO DEFLECTION AND SHEAR. POLE FINISH IS A 10 TO 15 MIL THICK POLYURETHANE FINISHING RESIN.

COLOR: BLACK

FINISH: NATURAL

MAXIMUM EPA: 4.3 @ 90 MPH w 1.3 GUST

POLE WEIGHT : 28 LBS

ALLIANCE COMPOSITES

City of Philadelphia Specification rev 07/29/2010

Alliance Composites # DS17ASDN1-CPS

17 ft Direct Bury Pole

31010 052 040

See Para. 2.2.3

ANCHOR BASE POLE

APPROVAL

J. Hogan
8-26-10

TENON 3" X 3.75 ALUMINUM

POLE SPECIFICATIONS

FILAMENT WOUND COMPOSITE SHAFT CONSISTING OF CONTINUOUS FIBERGLASS ROVING COMBINED WITH THERMOSETTING POLYESTER RESIN WOUND IN LOW ANGLE HELICALS AND HIGH ANGLE HOOPS PROVIDING FOR MAXIMUM RESISTANCE TO DEFLECTION AND SHEAR

COLOR: BRONZE RAL 7022

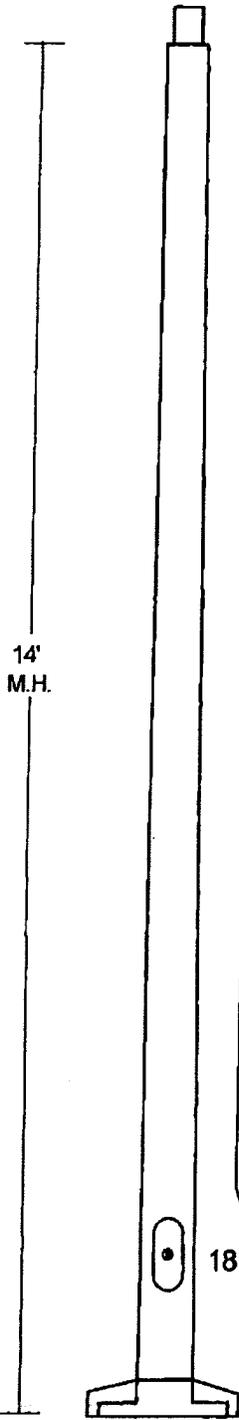
FINISH: SMOOTH

MAXIMUM EPA: 10 @ 80 MPH w 1.3 GUST

POLE WEIGHT : 38 LBS

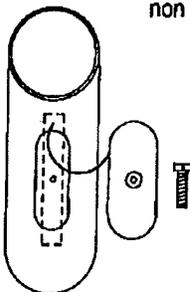
POLE TIP: 3.75 INCHES NOMINAL

POLE BASE : 6.0 INCHES NOMINAL

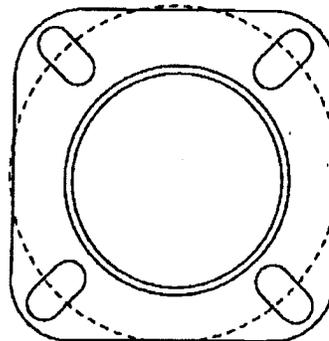


Handhole Specifications

- Reinforced composite handhole cover
- 3" x 6" Minimum Cutout
- 1/4 x 20 SS hex nut w/ locknut
- 18" Insulated attachment lanyard
- non conductive backing bar



18 INCHES ABOVE GROUNDLINE



10.25 INCHES

Base Specifications

- 356T6 cast aluminum w/ 6063 T4 tubing
- .75 thick base casting 9"-11" bolt circle for 1" bolts
- 1.25" X 2.75" slotted bolt holes
- Akron Foundry AB6-MOD

One Piece Fiberglass Base Shroud
cut out @ 6.75"

ALLIANCE COMPOSITES

City of Philadelphia Specification rev 07/29/2010

Alliance Composites # AH14FHDS3-CPS-11-1

11" Anchor Base Smooth Pole with Slip Over Shroud

ANCHOR BASE POLE

APPROVAL

Frank Hogan
8-26-10

TENON 3" X 3.75 ALUMINUM

POLE SPECIFICATIONS

FILAMENT WOUND COMPOSITE SHAFT CONSISTING OF CONTINUOUS FIBERGLASS ROVING COMBINED WITH THERMOSETTING POLYESTER RESIN WOUND IN LOW ANGLE HELICALS AND HIGH ANGLE HOOPS PROVIDING FOR MAXIMUM RESISTANCE TO DEFLECTION AND SHEAR

COLOR: BRONZE RAL 7022

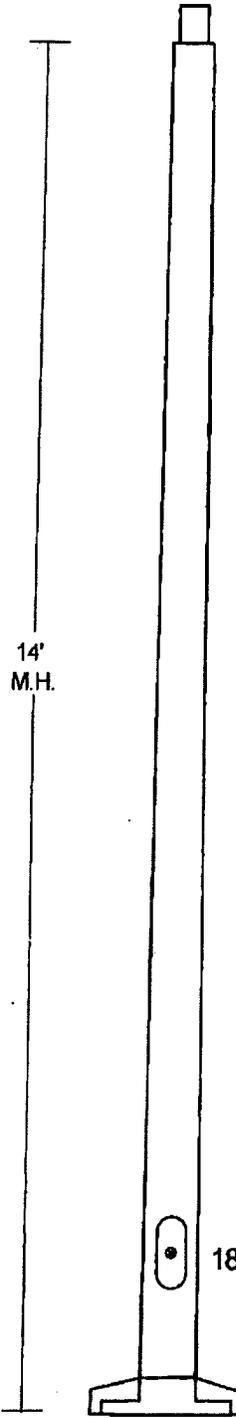
FINISH: SMOOTH

MAXIMUM EPA: 10 @ 80 MPH w 1.3 GUST

POLE WEIGHT : 31 LBS

POLE TIP: 3.75 INCHES NOMINAL

POLE BASE 5.25 INCHES NOMINAL

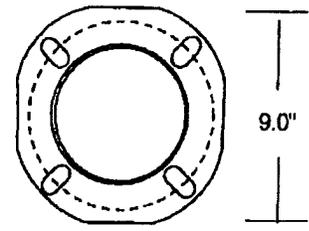


Handhole Specifications

- Reinforced composite handhole cover
- 3" x 6" Minimum Cutout
- 1/4 x 20 SS hex nut w/ locknut
- 18" Insulated attachment lanyard
- non conductive backing bar

18 INCHES ABOVE GROUNDLINE

One Piece Fiberglass Base Shroud
cut out @ 5.75"



Base Specifications

- 356T6 cast aluminum w/ 6063 T4 tubing
- .56 thick base casting 7.5" bolt circle for .75 bolts
- 13/16" x 1 1/8" slotted bolt holes
- Akron Foundry AB5-MOD

ALLIANCE COMPOSITES

City of Philadelphia Specification rev 07/29/2010
Alliance Composites # AH14FHDS3-CPS-7.5
7.5" Anchor Base Smooth Pole with Slip Over Shroud

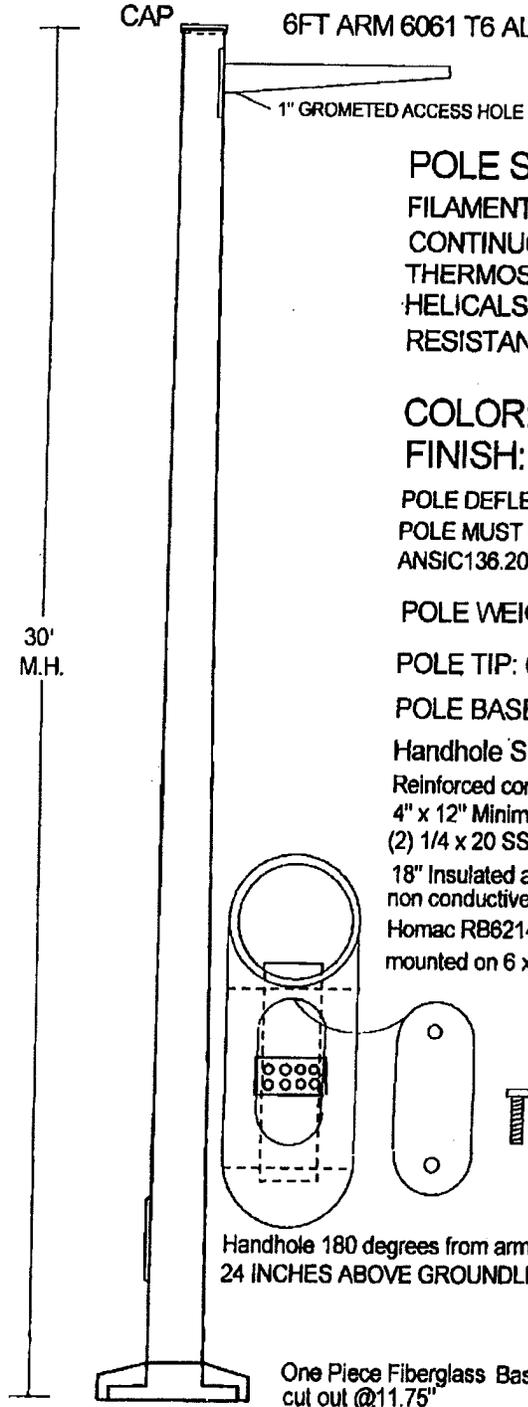
31010 050 017

See Para. 2.2.6

ANCHOR BASE POLE

APPROVAL

Frank Hogan
8-26-10



6FT ARM 6061 T6 AL CATALOG # U2006800-P-BZ

1" GROMETED ACCESS HOLE

30'
M.H.

POLE SPECIFICATIONS

FILAMENT WOUND COMPOSITE SHAFT CONSISTING OF CONTINUOUS FIBERGLASS ROVING COMBINED WITH THERMOSETTING POLYESTER RESIN WOUND IN LOW ANGLE HELICALS AND HIGH ANGLE HOOPS PROVIDING FOR MAXIMUM RESISTANCE TO DEFLECTION AND SHEAR.

COLOR: BRONZE RAL 7022

FINISH: SMOOTH

POLE DEFLECTION @ 36" 500# OR GREATER

POLE MUST WITHSTAND TOTAL LOAD OF 1000# WITHOUT FAILURE
ANSI C136.20 ASTM A923 CLASS 1 AASHTO LTS-2-1994

POLE WEIGHT : 140 LBS

POLE TIP: 6.5 INCHES NOMINAL

POLE BASE : 11.5 INCHES NOMINAL

Handhole Specifications

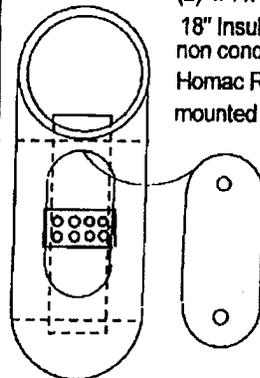
Reinforced composite handhole cover

4" x 12" Minimum Cutout

(2) 1/4 x 20 SS hex nut w/ locknut

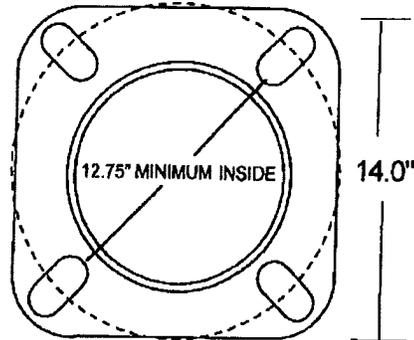
18" Insulated attachment lanyard
non conductive backing bar

Homac RB6214SL Terminal Block
mounted on 6 x 14 fiberglass board



Handhole 180 degrees from arm
24 INCHES ABOVE GROUNDLINE

One Piece Fiberglass Base Shroud
cut out @ 11.75"



Base Specifications

356T6 cast aluminum w/ 6063 14 tubing

1.25 thick base casting 13"-16" bolt circle for 1" bolts
1.62 X 2.0 Slotted bolt holes

Akron Foundry AB10-S-MOD

ALLIANCE COMPOSITES

City of Philadelphia Specification rev 07/29/2010
Alliance Composites # AH30FHDS-CPS-15
15.0" Anchor Base Smooth Pole with Slip Over Shroud

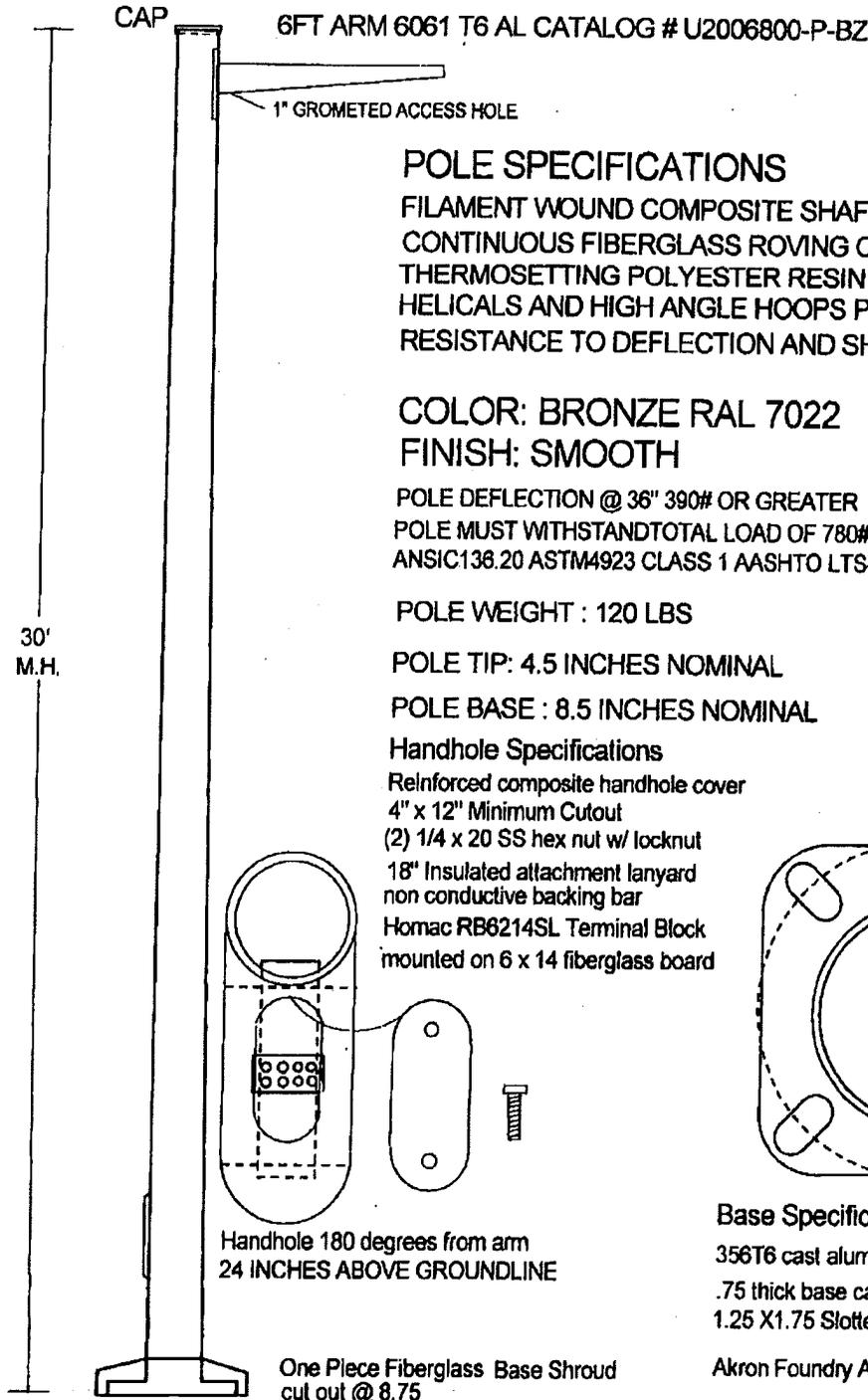
31010_050_021

See Para. 2.2.8

ANCHOR BASE POLE

APPROVAL

J. Hogan
8-26-10



POLE SPECIFICATIONS

FILAMENT WOUND COMPOSITE SHAFT CONSISTING OF CONTINUOUS FIBERGLASS ROVING COMBINED WITH THERMOSETTING POLYESTER RESIN WOUND IN LOW ANGLE HELICALS AND HIGH ANGLE HOOPS PROVIDING FOR MAXIMUM RESISTANCE TO DEFLECTION AND SHEAR

COLOR: BRONZE RAL 7022

FINISH: SMOOTH

POLE DEFLECTION @ 36" 390# OR GREATER

POLE MUST WITHSTAND TOTAL LOAD OF 780# WITHOUT FAILURE
ANSI C136.20 ASTM 4923 CLASS 1 AASHTO LTS-2-1994

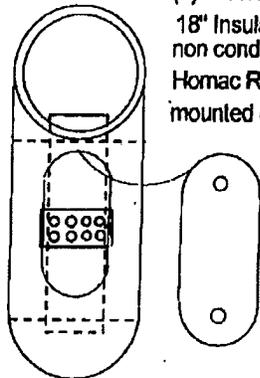
POLE WEIGHT : 120 LBS

POLE TIP: 4.5 INCHES NOMINAL

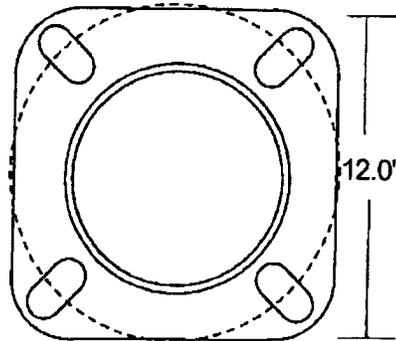
POLE BASE : 8.5 INCHES NOMINAL

Handhole Specifications

- Reinforced composite handhole cover
- 4" x 12" Minimum Cutout
- (2) 1/4 x 20 SS hex nut w/ locknut
- 18" Insulated attachment lanyard
- non conductive backing bar
- Homac RB6214SL Terminal Block
- mounted on 6 x 14 fiberglass board



Handhole 180 degrees from arm
24 INCHES ABOVE GROUNDLINE



Base Specifications

- 356T6 cast aluminum w/ 6063 14 tubing
- .75 thick base casting 10"-12" bolt circle for 1" bolts
- 1.25 X 1.75 Slotted bolt holes

Akron Foundry ABB-S-MOD

One Piece Fiberglass Base Shroud
cut out @ 8.75

ALLIANCE COMPOSITES

City of Philadelphia Specification REV 07/29/2010
Alliance Composites # AH30FHDS-CPS-11
11.0" Anchor Base Smooth Pole with Slip Over Shroud

31010 050 020

See Para. 2.2.7

DIRECT BURY POLE

APPROVAL

Judith Hogan
8-26-10

TENON 3" X 3.75 ALUMINUM

POLE SPECIFICATIONS

FILAMENT WOUND COMPOSITE SHAFT CONSISTING OF CONTINUOUS FIBERGLASS ROVING COMBINED WITH THERMOSETTING POLYESTER RESIN WOUND IN LOW ANGLE HELICALS AND HIGH ANGLE HOOPS PROVIDING FOR MAXIMUM RESISTANCE TO DEFLECTION AND SHEAR

COLOR: BRONZE RAL 7022

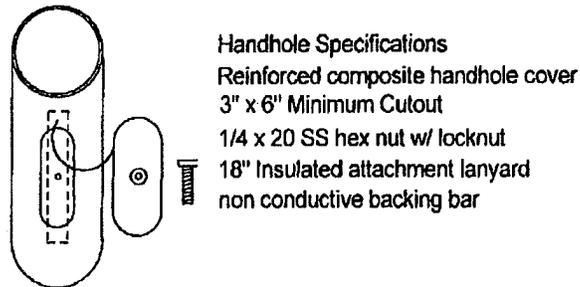
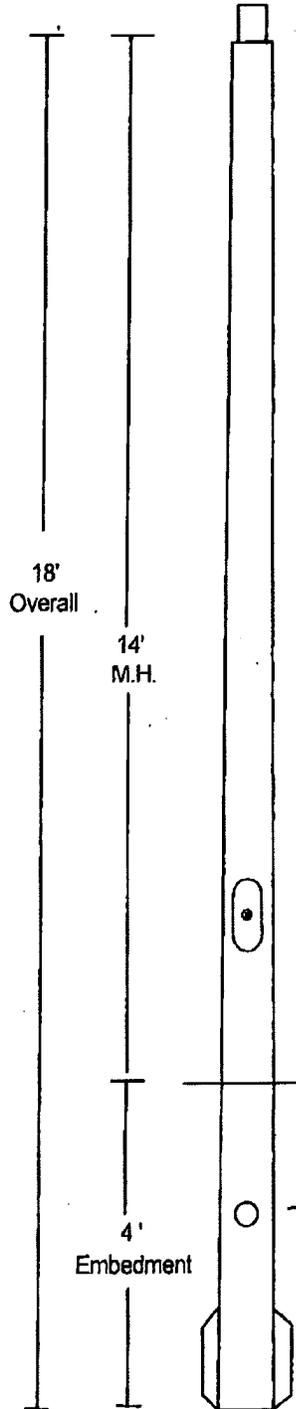
FINISH: SMOOTH

MAXIMUM EPA: 10 @ 80 MPH w 1.3 GUST

POLE WEIGHT : 33 LBS

POLE TIP: 3.75 INCHES NOMINAL

POLE BASE 6.25 INCHES NOMINAL



Handhole Specifications

Reinforced composite handhole cover

3" x 6" Minimum Cutout

1/4 x 20 SS hex nut w/ locknut

18" Insulated attachment lanyard

non conductive backing bar

18 INCHES ABOVE GROUNDLINE

CABLE ENTRY @ 24" BELOW GROUNDLINE

ALLIANCE COMPOSITES

City of Philadelphia Specification rev 07/29/2010

Alliance Composites # DH18FHDS3-CPS

18 ft Direct Bury Pole

31010 050 027

See Para. 2.2.9

DIRECT BURY POLE

APPROVAL

Frank Hogan
8-26-10

CAP

6FT ARM 6061 T6 AL CATALOG # U2006800-P-BZ

1" GROMETED ACCESS HOLE

POLE SPECIFICATIONS

FILAMENT WOUND COMPOSITE SHAFT CONSISTING OF CONTINUOUS FIBERGLASS ROVING COMBINED WITH THERMOSETTING POLYESTER RESIN WOUND IN LOW ANGLE HELICALS AND HIGH ANGLE HOOPS PROVIDING FOR MAXIMUM RESISTANCE TO DEFLECTION AND SHEAR

COLOR: BRONZE RAL 7022

FINISH: SMOOTH

POLE DEFLECTION @ 36" 500# OR GREATER

POLE MUST WITHSTAND TOTAL LOAD OF 1000# WITHOUT FAILURE
ANSI C136.20 ASTM 4923 CLASS 1 AASHTO LTS-2-1994

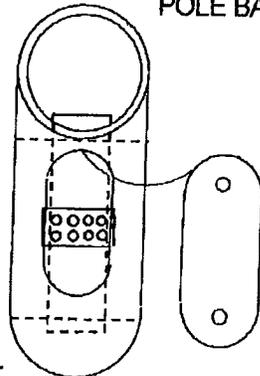
POLE WEIGHT : 140 LBS

POLE TIP: 6.5 INCHES NOMINAL

POLE BASE : 12.5 INCHES NOMINAL

Handhole Specifications

Reinforced composite handhole cover
4" x 12" Minimum Cutout
(2) 1/4 x 20 SS hex nut w/ locknut
18" Insulated attachment lanyard
non conductive backing bar
Homac RB6214SL Terminal Block
mounted on 6 x 14 fiberglass board



Handhole 180 degrees from arm
24 INCHES ABOVE GROUNDLINE

cable entry @ 24" below groundline

35'
Overall

30'
M.H.

5'
Embedment

ALLIANCE COMPOSITES

City of Philadelphia Specification rev 07/29/2010
Alliance Composites # DH35FHDS-CPS-15
35ft Direct Bury Smooth Pole

31010 052 041

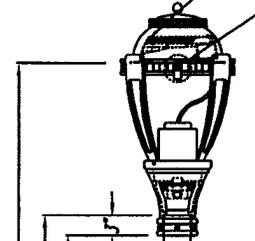
See Para. 2.2.10

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ADJUSTABLE/ROTATABLE 90° TYPE III REFLECTOR WITH CUT-OUT FOR LAMP REPLACEMENT

QUICK RELEASE LATCH FOR ROOF HOLD-DOWN FINISH PAINTED TO MATCH FIXTURE. (SEE LATCH DETAIL FOR SIDE VIEW)



LUMINAIRE SPECIFICATIONS

STYLE: CENTER CITY
 HEIGHT: 34"
 WIDTH: 17 5/8" DIA.
 MATERIAL: CAST ALUMINUM, MIN. 3/8" THICK SAND CASTING ALLOY AMS 336 PER A.S.T.M. B26-95 AND SPIN ALUMINUM
 GLOBE: STIPPLED ACRYLIC
 FINISH: PRIME PAINT THEN FINISH SHERWIN WILLIAMS ACRYLON CITY SCAPE GREEN TO MATCH HAD #438
 LAMPING: 150 WATT HIGH PRESSURE SODIUM SYLVANIA #67494-LU150/55/PLUS/ECO (LAMP BY OTHER)
 VOLTAGE: UNIVERSAL BALLAST/ SYSTEM C3M-718 WIRED AT 240 VOLTS
 SOCKET: MOCLA BASE
 PHOTO CONTROL: FISHER PIERCE SUN-TECH (PART NUMBER: P124-7081)
 LATCH: QUICK RELEASE
 REFLECTOR: ROTATABLE EVERY 90°
 HEIGHT: APPROX. 35LBS

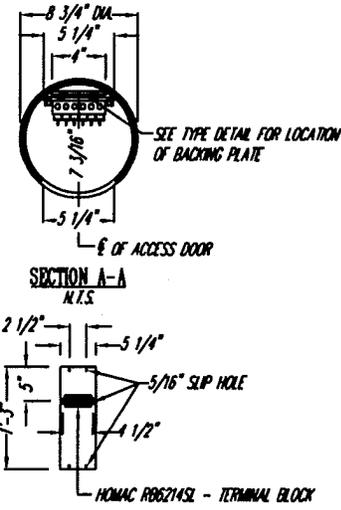
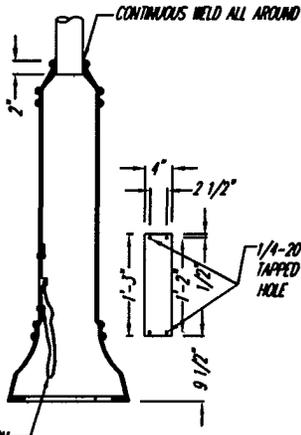
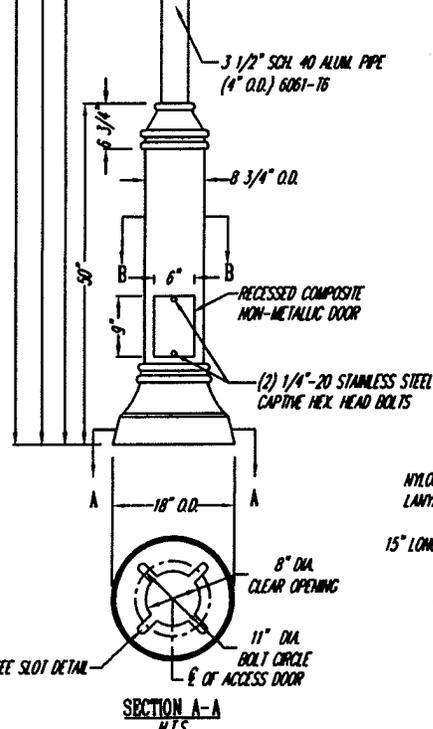
NOTES:

1. QUICK DISCONNECT: ALL LUMINAIRES SHALL HAVE QUICK DISCONNECT PLUGS AT POSITIONS (1), (2), (3), AND (4)
2. FIXTURE SUPPLIED W/ 16' OF 10 GAUGE STRANDED COPPER LEAD WIRES (3 CONDUCTOR - WHITE, BLACK, AND GREEN)
3. ALL HARDWARE IS STAINLESS STEEL

LAMP POST SPECIFICATIONS

STYLE: APCCO-14
 HEIGHT: 14'-0"
 LIGHT CENTER: 15'-10 1/2"
 BASE: 18" DIAMETER
 MATERIAL: COLUMN: 3 1/2" SCH. 40 ALUM. PIPE (4" O.D.) 6061-T6
 BASE: 1 PCE. HEAVY WALL CAST ALUMINUM, MIN. 3/8" THICK SAND CASTING ALLOY AMS 336 PER A.S.T.M. B26-95
 FINISH: PRIME PAINT THEN FINISH SHERWIN WILLIAMS ACRYLON CITY SCAPE - GREEN TO MATCH HAD #438
 ACCESS DOOR: RECESSED NON-METALLIC - LOCATED IN BASE SECURED WITH HEX HEAD BOLTS DRILL AND TAP BASE FLARE OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4"-20 GROUND LUG (GROUND STRUD SUPPLIED BY SPRING CITY)
 GROUND STRUD PROVISIONS:
 ANCHOR BOLTS: (4) 1" DIA. X 3/8" LONG + 4" HOOK (FULLY GALVANIZED WITH 1 GALVANIZED NUT AND 1 GALVANIZED WASHER PER BOLT) SUPPLIED BY OTHERS
 BOLT PROJECTION: 3" HIGH
 TEMON: 4" DIA. X 3" HIGH
 HEIGHT: APPROX. 126LBS

15'-10 1/2" TO LIGHT CENTER
 14'-0"
 15'-9"



PENNA. DOT BULLETIN 15 APPROVED

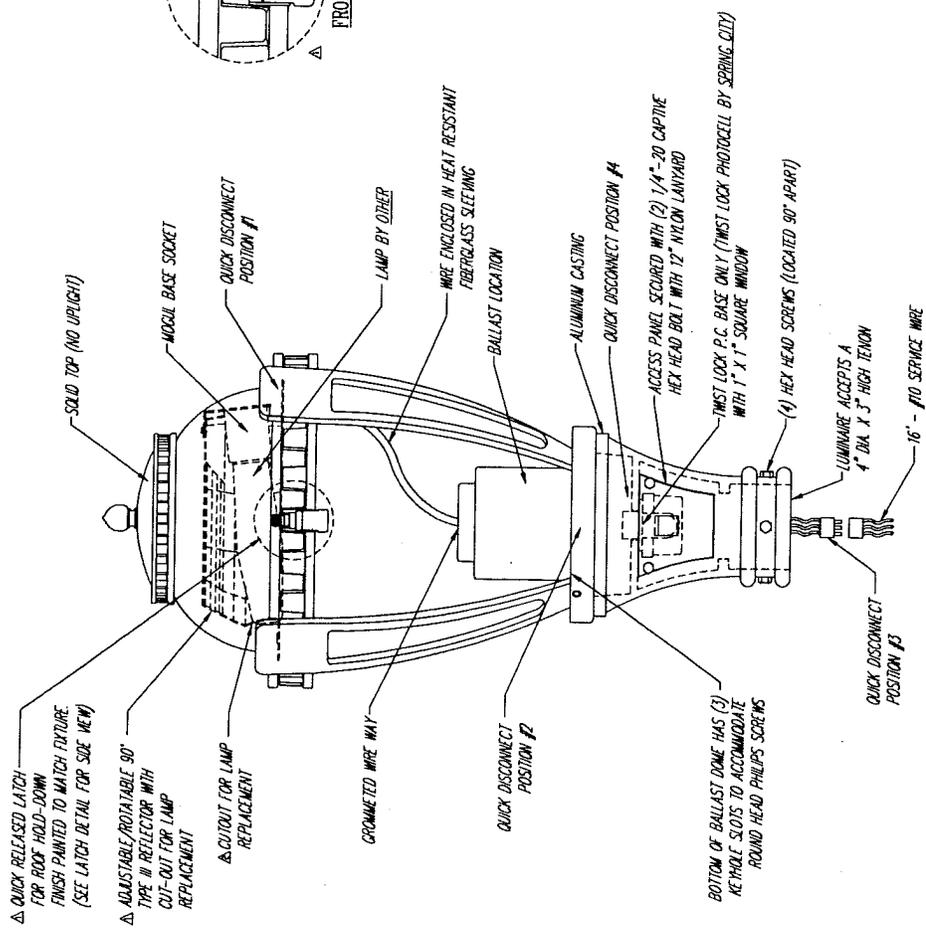
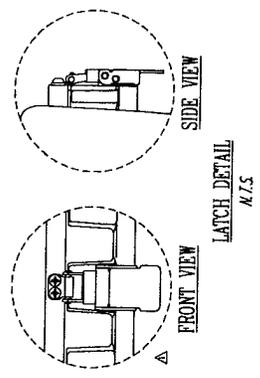
<p>Spring City Electrical Mfg. Co. PHONE 480 940-4800 1111 AND 1121 STREETS - P.O. BOX 10 - SPRING CITY, PA 19380 FAX 480 940-5077</p>			
DESCRIPTION	CITY OF PHILADELPHIA COO POLE		
CUSTOMER JOB	CITY OF PHILADELPHIA RENEWED 7-22-2010		
SCALE	DRAWN BY:	DATE	DRAWING NO.
N.T.S.	R.M.K.	7-22-2010	15

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LUMINAIRE SPECIFICATIONS

- STYLE: CENTER CITY
- HEIGHT: 34"
- WIDTH: 17 5/8" DIA
- MATERIAL: CAST ALUMINUM, MIN. 3/8" THICK SAND CASTING ALLOY ANSI 356 PER A.S.T.M. B26-95 AND SPUN ALUMINUM
- GLASS: STIPPLED ACRYLIC
- FINISH: PRIME PAINT THEN FINISH SHERWIN WILLIAMS ACRYLON CITY SCAPE GREEN TO MATCH MAG #428
- LAMPING: Δ 150 WATT HIGH PRESSURE SODIUM SYLVANIA #P244-LU150/25 PLUS/ECO (LAMP BY OTHER)
- VOLTAGE: Δ UNIVERSAL BALLAST SYSTEM T.C.M.-718 WIRE AT 240 VOLT
- SOCKET: MOGUL BASE
- PHOTO CONTROL: TWIST LOCK P.C. BASE ONLY (PHOTOCELL BY SPRING CITY)
- LATCH: QUICK RELEASE
- REFLECTOR: ROTATABLE EVERY 90°

NOTES:
 1. QUICK DISCONNECT: ALL LUMINAIRES SHALL HAVE QUICK DISCONNECT PLUGS AT POSITIONS (1), (2), (3), AND (4)
 2. FIXTURE SUPPLIED W/ 16' OF 10 GAUGE STRANDED COPPER LEAD WIRES (3 CONDUCTOR-TWINE WITH COLORS BLACK, WHITE, AND GREEN)
 3. ALL HARDWARE IS STAINLESS STEEL



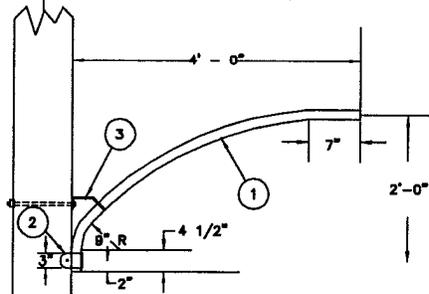
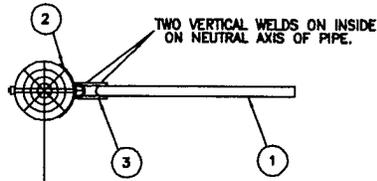
APPROVED BY: J.L.M.	DATE: 05-08-10
DESIGNED BY: J.L.M.	DATE: 05-08-10
DRAWN BY: W.M.M.	DATE: 05-08-10
CHECKED BY: W.M.M.	DATE: 05-08-10
APPROVED BY: W.M.M.	DATE: 05-08-10

Spring City Electrical Mfg. Co.
 1011 AND MAIN STREETS - P.O. BOX 19 - SPRING CITY, PA. 19385
 PHONE: 610-548-4889 FAX: 610-548-5377

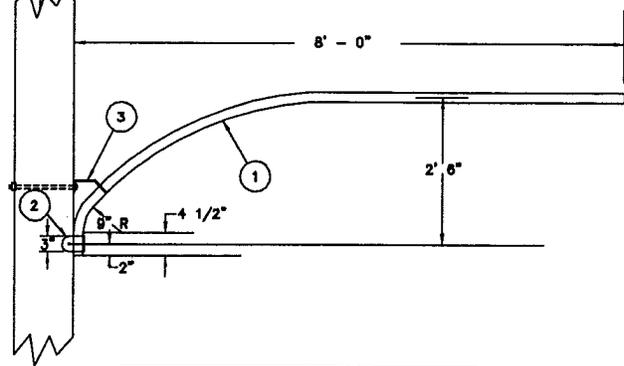
DESCRIPTION	CENTER CITY LUMINAIRE	
CUSTOMER		
JOB		
SCALE	DRAWN BY: W.M.M.	DATE: 05-08-10
N.T.S.		DRAWING NO. FIK-27288

31010 052 100

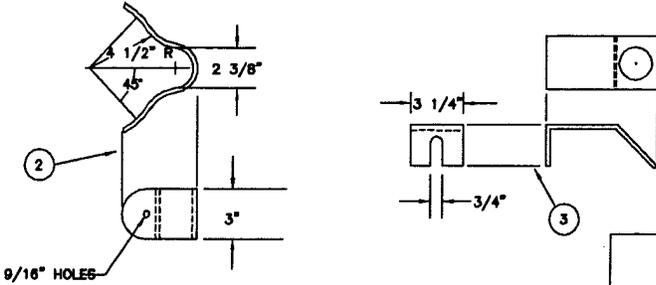
See Para. 2.2.12



4' BRACKET



8' BRACKET



MATERIAL—ALUMINUM, STEEL		
PIECE	SIZE	ALLOY OR FINISH
1	2" PPE I.P.S.	6063 - T6 SCH 40
2	1/4" X 3"	6063 - T6
3	1/4" X 3 1/4"	6063 - T5

NOTE:
CONTRACTOR SHALL PROVIDE
A MOUNTING SKETCH TO THE
STREET LIGHTING ENGINEER
PRIOR TO INSTALLATION

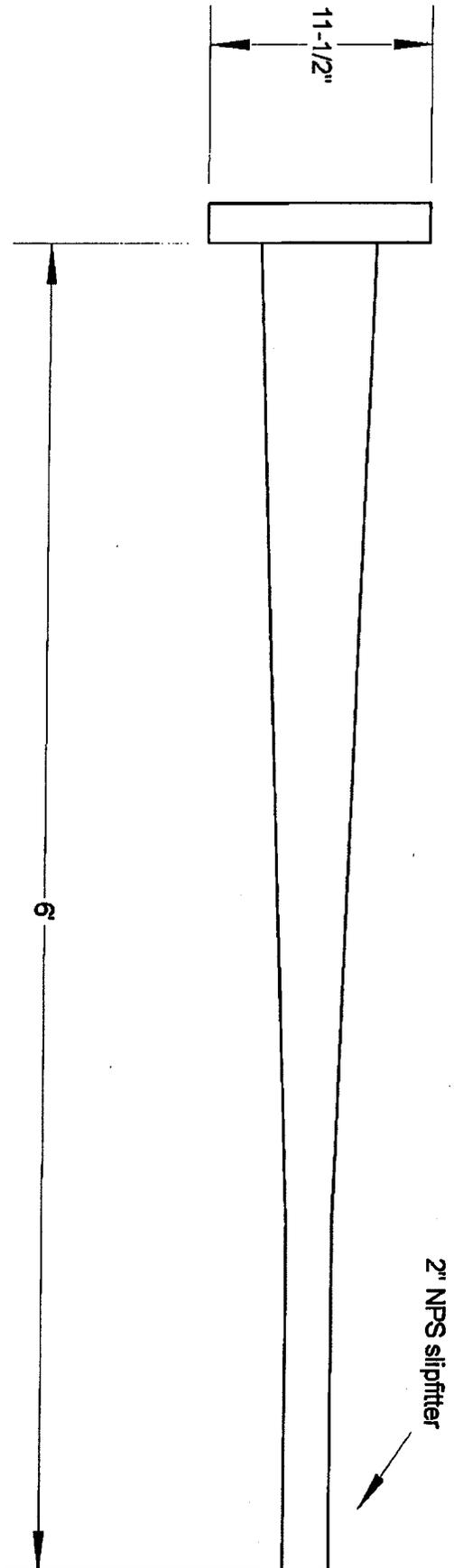
CITY OF PHILADELPHIA
DEPARTMENT OF STREETS

STREET LIGHT DAVIT

DATE	11/10/05		
DRAWN	S.L.M.		
CHECKED	E.G.B.	SHEET 1 OF 2	

SL0520

Curlee

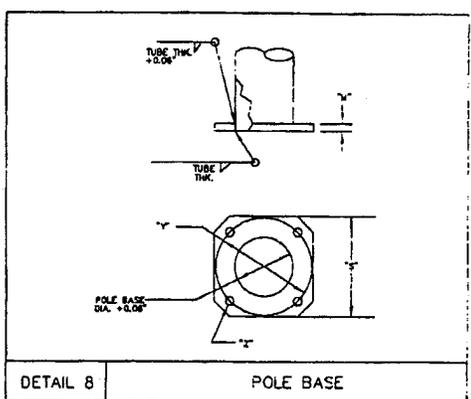
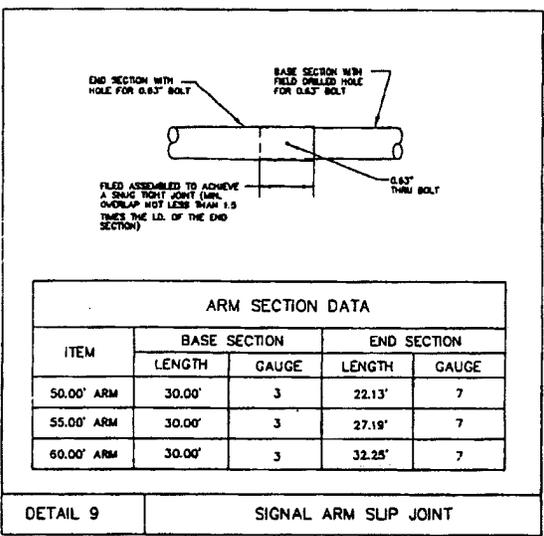
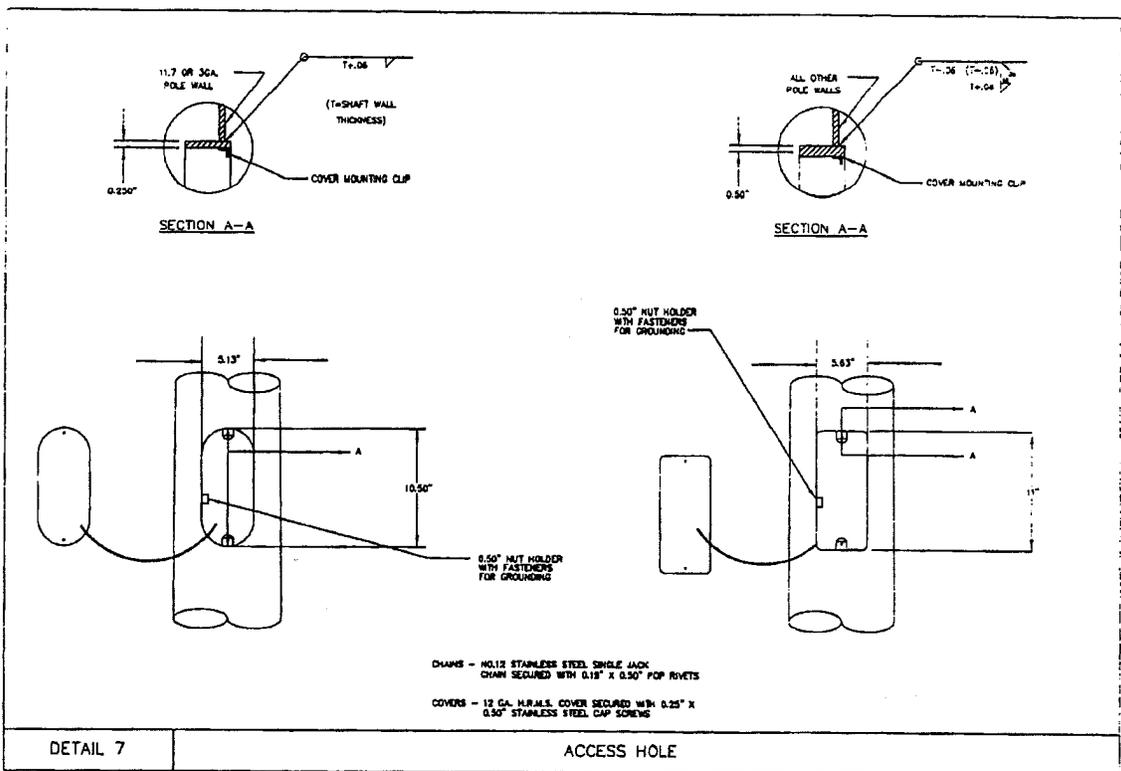


Part number: U2006800T

all material 6063-T6 aluminum alloy

pole plate detail on separate drawing

31010 052 039 See Para. 2.2.15



CITY OF PHILADELPHIA
DEPARTMENT OF DIRECT

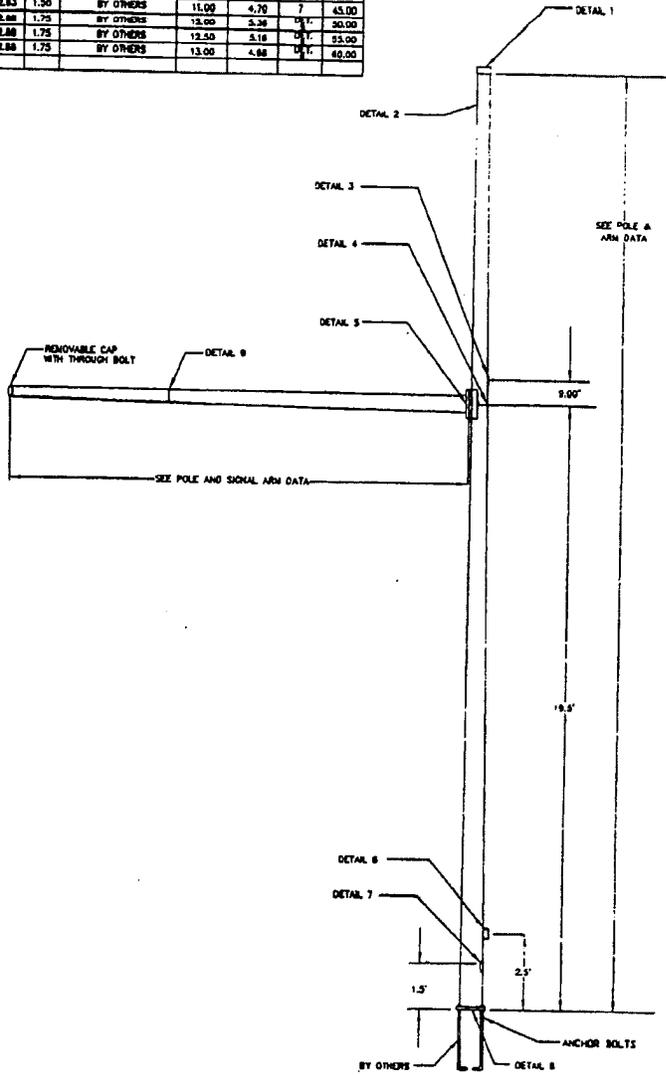
MAST ARM

DATE	11/08/05			TE0510
DRAWN	S.L.M.			
CHECKED	E.G.B.	SHEET 3 OF 3		

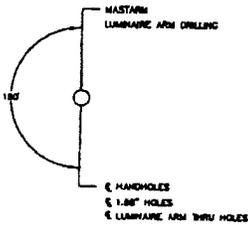
31010 052 042	See Para. 2.2.16
31010 052 043	See Para. 2.2.17
31010 052 044	See Para. 2.2.18
31010 052 045	See Para. 2.2.19
31010 052 046	See Para. 2.2.20
31010 052 047	See Para. 2.2.21
31010 052 048	See Para. 2.2.22
31010 052 049	See Para. 2.2.23
31010 052 057	See Para. 2.2.24
31010 052 058	See Para. 2.2.25
31010 052 059	See Para. 2.2.26

POLE AND SIGNAL ARM DATA

ITEM	QTY.	POLE TUBE			POLE BASE				ANCHOR BOLT				SIGNAL ARM TUBE			
		BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	GALV. SP. THICK (IN)	SQUARE (IN)	BOLT CIRCUM. (IN)	INC. (IN)	CONSTRUCTING SIZE (IN)	DIA. (IN)	LENGTH (IN)	HOOK (IN)	THREADED LENGTH (IN)	FIXED END DIA. (IN)	FREE END DIA. (IN)	GALV. OF THICK (IN)
1		8.00	4.80	30.00	7	18.50	18.50	1.25	1.38 X 2.38	1.25	BY OTHERS		6.00	3.90	7	15.00
2		8.00	4.80	30.00	7	18.50	18.50	1.25	1.38 X 2.38	1.25	BY OTHERS		6.00	3.70	7	20.00
3		10.00	5.80	30.00	7	18.50	18.50	1.25	1.38 X 2.38	1.25	BY OTHERS		7.00	3.50	7	25.00
4		11.00	6.80	30.00	7	18.50	18.50	1.25	1.63 X 2.63	1.50	BY OTHERS		8.00	3.80	7	30.00
5		12.00	7.80	30.00	7	18.50	18.50	1.25	1.63 X 2.63	1.50	BY OTHERS		8.00	4.10	7	35.00
6		12.50	8.20	30.00	3	18.50	18.50	1.25	1.63 X 2.63	1.50	BY OTHERS		10.00	4.40	7	40.00
7		13.00	8.80	30.00	3	18.50	18.50	1.25	1.63 X 2.63	1.50	BY OTHERS		11.00	4.70	7	45.00
8		15.00	10.30	30.00	0.550	21.00	21.00	1.50	1.88 X 2.88	1.75	BY OTHERS		12.00	5.20	DET.	50.00
9		15.00	12.30	30.00	0.250	21.00	21.00	1.50	1.88 X 2.88	1.75	BY OTHERS		12.50	5.18	DET.	53.00
10		15.00	12.30	30.00	0.250	21.00	21.00	1.50	1.88 X 2.88	1.75	BY OTHERS		13.00	4.88	DET.	60.00



NOTE:
 (2) - 0.63" POLE OD - 4" FULLY
 THREADED HEX HEAD BOLTS, EACH WITH
 (1) NUT AND (1) LOCK WASHER,
 REQUIRED FOR LUMINAIRE ATTACHMENT



RADIAL INDEX
 ALL ANGLES MEASURED
 CLOCKWISE FROM HAND-
 HOLE AS VIEWED FROM
 SMALL END OF POLE

CITY OF PHILADELPHIA
 DEPARTMENT OF STREETS

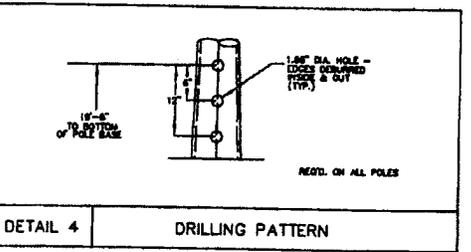
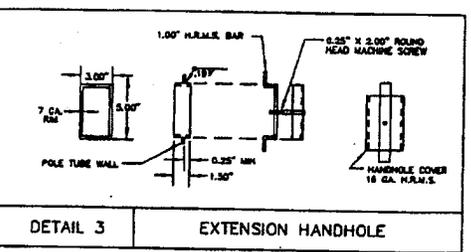
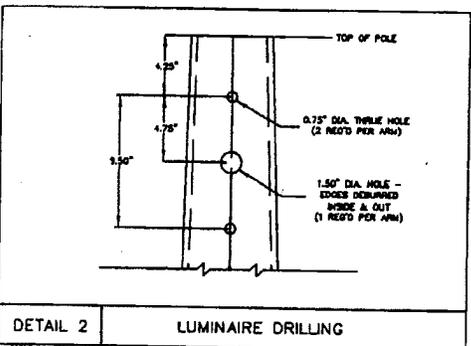
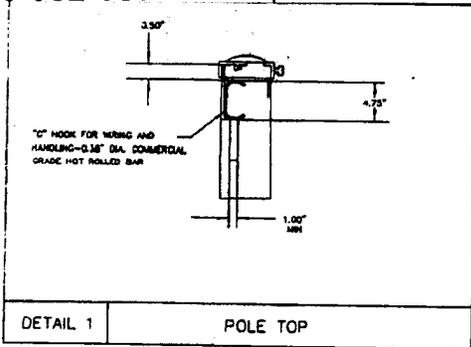
MAST ARM

DATE	11/08/05			TE0510
DRAWN	S.L.M.			
CHECKED	E.G.B.	SHEET 1 OF 3		

31010 052 042	See Para. 2.2.16
31010 052 043	See Para. 2.2.17
31010 052 044	See Para. 2.2.18
31010 052 045	See Para. 2.2.19
31010 052 046	See Para. 2.2.20
31010 052 047	See Para. 2.2.21
31010 052 048	See Para. 2.2.22
31010 052 049	See Para. 2.2.23
31010 052 057	See Para. 2.2.24
31010 052 058	See Para. 2.2.25

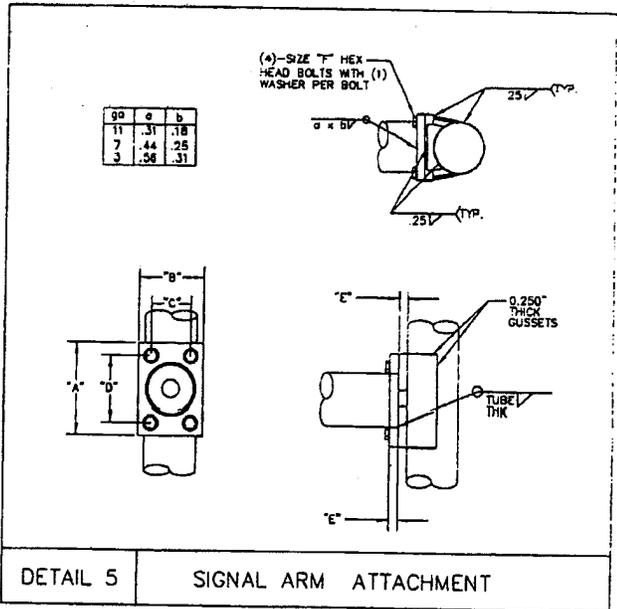
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31010 052 045	See Para. 2.2.19
31010 052 046	See Para. 2.2.20
31010 052 047	See Para. 2.2.21
31010 052 048	See Para. 2.2.22
31010 052 049	See Para. 2.2.23
31010 052 057	See Para. 2.2.24

31010 052 058	See Para. 2.2.25
31010 052 059	See Para. 2.2.26

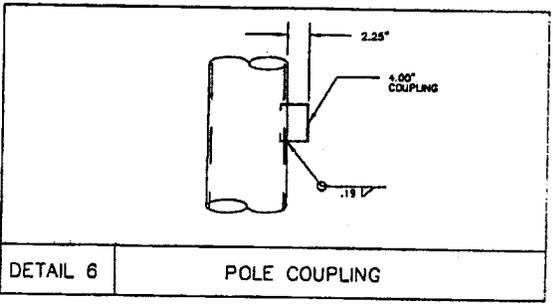


MATERIAL DATA			
COMPONENT	ASTM DESIGNATION	UNF. TYP. (CS)	UNF. TYP. (CS)
POLE SHAFT - 7 & 3 GA.	A395 GRA.	58	58
POLE SHAFT - OTHERS	A372 GR. 63	68	68
POLE BASE - 7 & 3 GA.	A36	36	36
POLE BASE - OTHERS	A372 GR. 43	43	43
ARM SHAFT	A395 GRA.	58	58
ARM CONNECTION	A36	36	36
ARM CONNECTION BOLTS	A328		
LUMINAIRE THRU BOLTS	A328		
GALVANIZING - HANDPAINT	A133		

FRESH NOTE:
 BASE COAT: HST DIP GALVANIZE IN ACCORDANCE WITH ASTM A133
 FRESH COAT: TBC OR URETHANE POLYESTER POWDER
 COLOR: RED PINK SERVICE BROWN (TBC COLOR 365A-3004C)



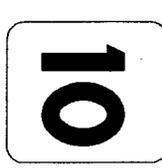
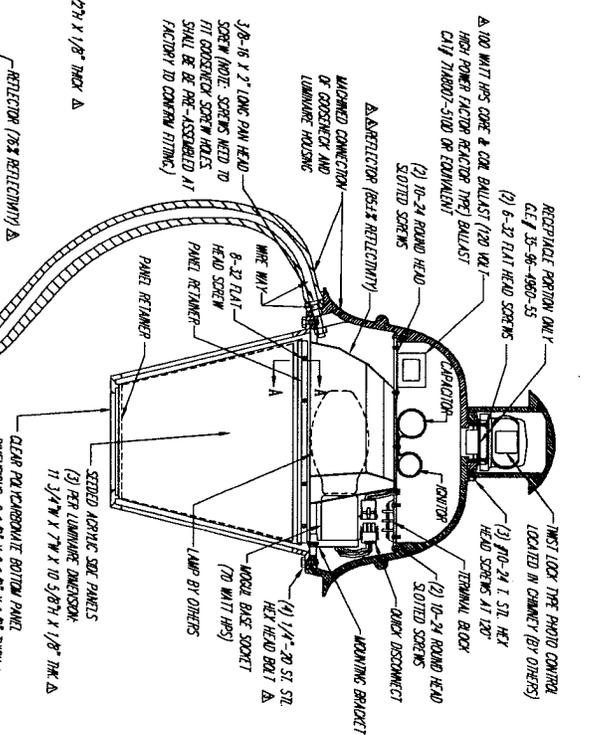
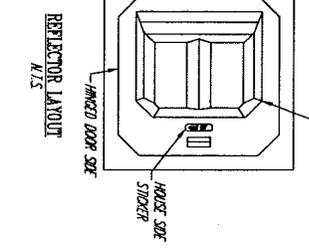
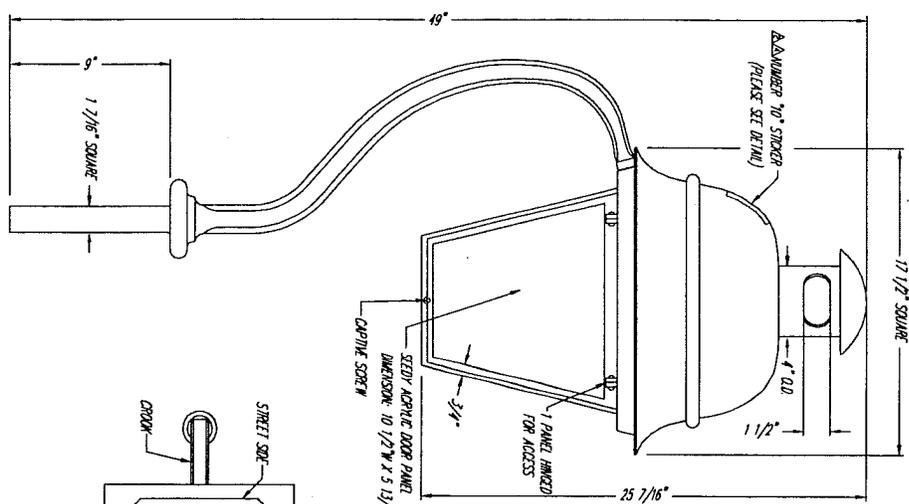
SIGNAL ARM ATTACHMENT DATA						
POLE BASE DIA.	"A"	"B"	"C"	"D"	"E"	"F"
9.00"	10.63"	7.75"	4.75"	7.63"	1.00"	1.00" X 2.25"
10.00"	11.25"	8.75"	5.75"	8.25"	1.00"	1.00" X 2.25"
11.00"	11.75"	9.75"	6.75"	8.75"	1.25"	1.25" X 3.25"
12.00"	12.25"	10.75"	7.75"	9.25"	1.25"	1.25" X 3.25"
12.50"	13.25"	12.00"	9.00"	10.25"	1.50"	1.25" X 3.25"
13.00"	16.25"	15.00"	11.00"	12.25"	1.50"	1.50" X 3.50"
15.50"	17.75"	17.00"	13.00"	13.50"	2.00"	1.50" X 4.25"



CITY OF PHILADELPHIA
DEPARTMENT OF STREETS

MAST ARM

DATE	11/08/05		
DRAWN	S.L.M.		
CHECKED	E.G.B.	SHEET 2 OF 3	TE0510

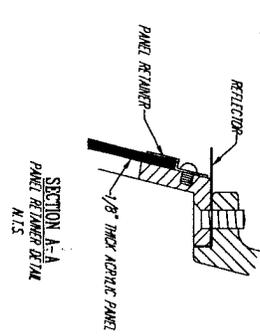


▲▲ STOCKER DETAIL
N.I.S.

FINISH PAINT: **SYSTEM #111111 2 PART RECOATABLE PRYD**
 PRIMER (80705 - PART C AND 80705 - PART H)
 FINISH PAINT: **SYSTEM #111111 1 PART**
 EQUAL PAINT COLOR # 8028713

QUANTITY 1 COMPLETE UNIT REQUIRED
 PER S.O. #: 170062

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LUMINAIRE SPECIFICATIONS
 STYLE: TRANSM-44
 HEIGHT: 25 7/16"
 WIDTH: 17 1/2"
 MATERIAL: CAST ALUMINUM
 PANELS: SEED ACRYLIC (ALL 4 SIDES) AND CLEAR POLYCARBONATE BOTTOM PANELS (SEE PAINT SPECIFICATIONS)
 FINISH: Δ 100 WATT HIGH PRESSURE SODIUM (HPS) (LAMP BY OTHERS)
 BALLAST: Δ 100 WATT REACTOR THE BALLAST ADVANCED 7148027
 SOCKET: WOBLE BEST
 PHOTO CONTROL: RECIPIECE MUST BE ANSI STANDARD (PHOTO CELL BY OTHERS)
 DISTRIBUTION: TYPE N ASYMMETRIC DISTRIBUTION (CUT OFF)
 Δ NOTE: FUTURE CROOK ASSUMER SHIPPED WITH 0'-0" OF 10 GAUGE STRANDED COPPER LEAD WIRES (2) CONDUCTOR - THIN, BLACK, WHITE, & GREEN

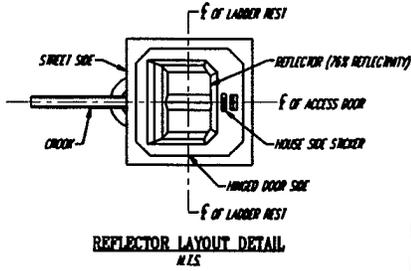
Δ REVISION BY: B.K.R.	DATE: 05-10-06
Δ REVISION BY: B.K.R.	DATE: 05-23-06
Δ REVISION BY: B.K.R.	DATE: 07-23-06
Δ REVISION BY: B.K.R.	DATE: 11-29-05
Δ REVISION BY: B.K.R.	DATE: 09-23-05
Δ REVISION BY: D.A.K.	DATE: 09-05-03

Spring City Electrical Mfg. Co.
 1414 AND 400 STREETS - 101 2ND ST. - SPRING CITY, PA. 20765 - FAX: (610) 582-5377
 P.O. BOX 104-000
 1414 AND 400 STREETS

DESCRIPTION: THE FRANKLIN TYPE III CUTOFF-W/ COARSENECK STREET LIGHT	CITY OF PHILADELPHIA
CUSTOMER: CITY OF PHILADELPHIA, SCOTT HALL	
SCALE: N.I.S.	DRAWN BY: D.A.K.
	DATE: 05-28-03
	DRAWING NO: PK-25518

31010 052 113 See Para. 2.2.46.1
 31010 052 113 00 See Para. 2.2.46.2

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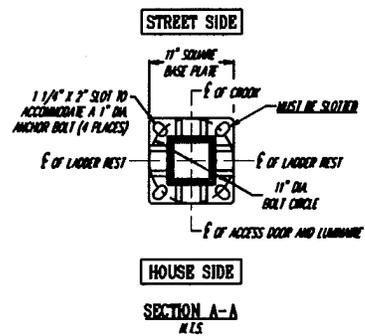
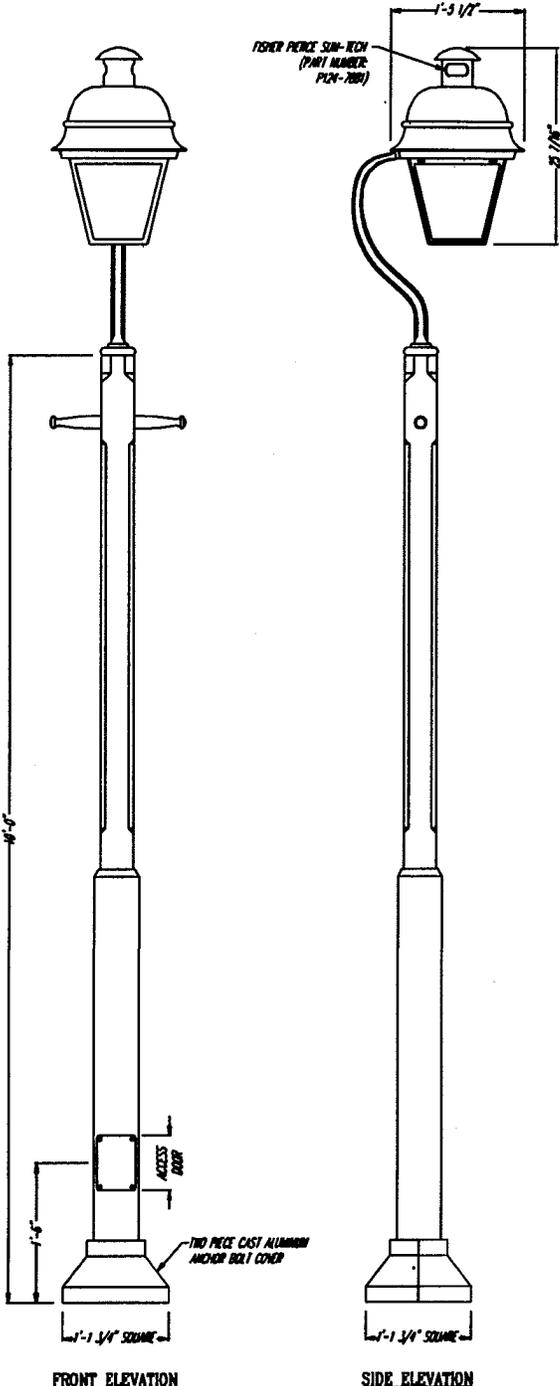
31010 052 112	See Para. 2.2.48.1
31010 052 112 00	See Para. 2.2.48.2
31010 052 112 01	See Para. 2.2.48.3
31010 052 108	See Para. 2.2.47.1
31010 052 108 00	See Para. 2.2.47.2

LUMINAIRE SPECIFICATIONS

STYLE:	FRANKLIN GOOSENECK (M)
HEIGHT:	25 1/8"
WIDTH:	11 1/2"
MATERIAL:	CAST ALUMINUM STAINLESS STEEL (3 SIDES AND DOOR) AND CLEAR POLYCARBONATE BOTTOM
FINISH:	PRIME PAINT THEN FINISH PAINT, SHERWIN WILLIAMS ACRYLON - CLASSIC BLACK
LAMPING:	100 WATT HIGH PRESSURE SODIUM (E-23 (LAMP BY OTHERS))
BALLAST:	240 VOLT REACTOR TYPE BALLAST APPROX. 7.74000P
SCOPE:	WEEK BASE
DISTRIBUTION:	TYPE II CUTOFF (AS SYMMETRIC DISTRIBUTION)
CATALOG NO.:	ALUMIN-M4-HP100/S1/S1-PSDP-HC3-FRG-W-CB

LAMP POST SPECIFICATIONS

STYLE:	FRANKLIN (WITH LADDER REST AND ANCHOR BOLT COVER)
HEIGHT:	10'-0"
BASE:	11" SQUARE
MATERIAL:	1 PIECE CAST ALUMINUM ALLOY A.L.S.I. 306, PER A.S.T.M. A24-85 PRIME PAINT THEN FINISH PAINT, SHERWIN WILLIAMS ACRYLON - SOCIETY HILL RED
ACCESS DOOR:	SECURED WITH STAINLESS STEEL HEX HEAD CAP SCREWS
GROUND STRAP PROVISIONS:	DRILL AND TAP INSIDE WALL OF BASE OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4"-20 GROUND STRAP (GROUND STRAP SUPPLIED BY OTHERS)
ANCHOR BOLTS:	(4) 1" DIA. X 30" LONG X 4" HOOK (FULLY GALVANIZED WITH 1 GALVANIZED NUT AND 1 GALVANIZED WASHER PER BOLT)
BOLT PROJECTION:	3" REQUIRED
REMARK:	1 7/8" SQ. X 8" DEEP HOLE (TO ACCEPT REVERSE BENCH)
POST CATALOG NO.:	APSTR-11-10.0-10.0/11.00-1.00/1000-CW
COVER CATALOG NO.:	AMBTM-14-CW

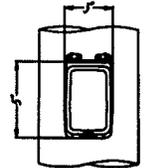
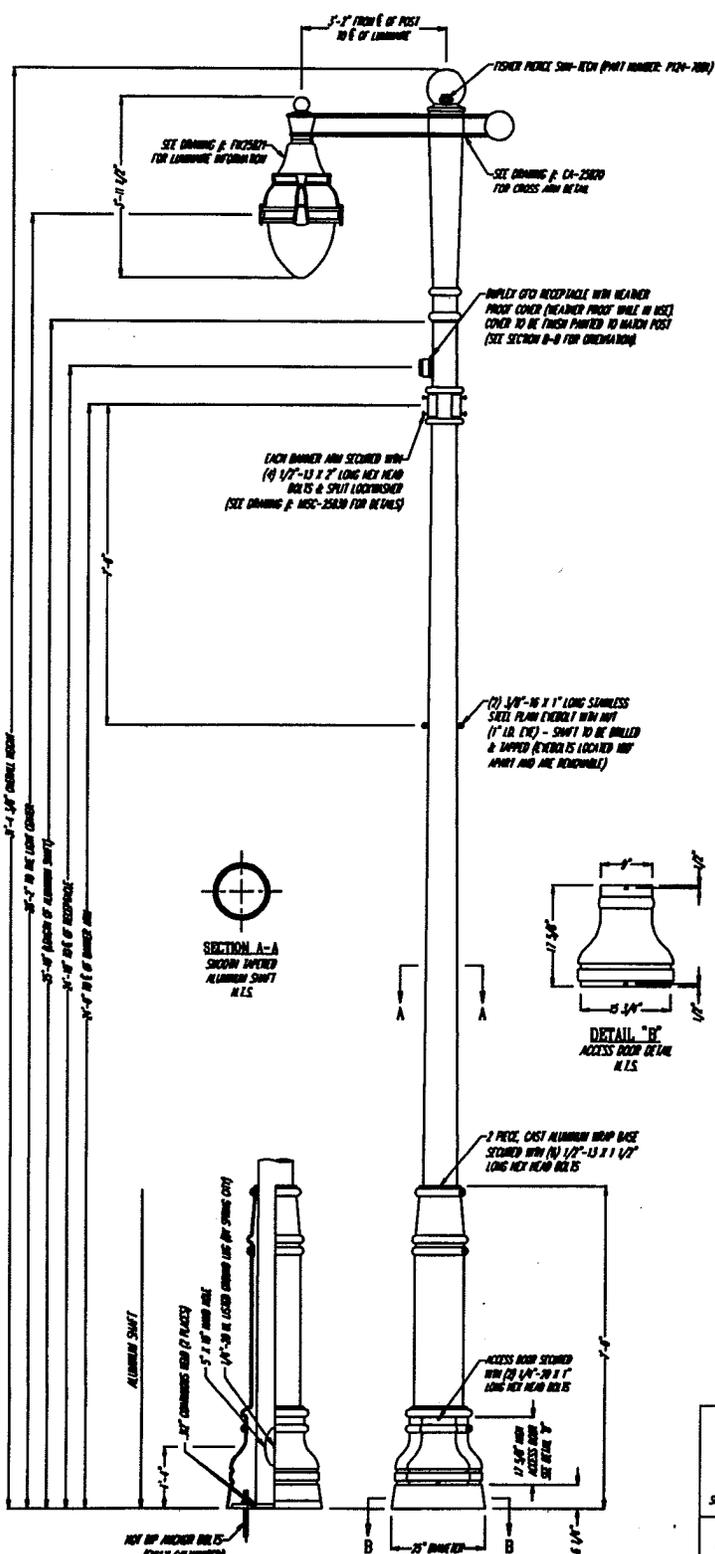


PENNY DOT BULLETIN 15 APPROVED

Spring City Electrical Mfg. Co.
 HILL AND MAIN STREETS - P.O. BOX 10 - SPRING CITY, PA. 19475
 PHONE (610) 940-4000 - FAX (610) 940-5577 - WWW.SPRINGCITY.COM

DESCRIPTION	THE FRANKLIN 10'-0" LAMP POST WITH THE FRANKLIN GOOSENECK - M4 (TYPE II CUTOFF) LUMINAIRE		
CUSTOMER JOB	CITY OF PHILADELPHIA, PA SOCIETY HILL REVENUE 7-22-2010		
SCALE	DRAWN BY	DATE	DRAWING NO.
N.T.S.	B.K.R.	03-07-10	18

This drawing is property of Spring City Elec. Mfg. and is issued to the recipient with the understanding that it shall not be copied, duplicated, passed on to unauthorized parties, nor used for any purpose other than that for which it is specifically furnished except with Spring City's written permission.



DETAIL "A"
FRONT VIEW OF ACCEPTABLE
N.I.S.

LUMINAIRE SPECIFICATIONS

STYLE:	BELMONT FRANKLIN PARAWAY LUMINAIRE
HEIGHT:	30 1/2"
WIDTH:	10 1/2"
MATERIAL:	CAST ALUMINUM
COLOR:	SUPPLIED BY CUSTOMER
FINISH:	PRIME PAINT WITH FRESH PAINT, SHERWIN WILLIAMS ACCURON - COB GREEN AND TIGHT HIGH PRESSURE SAND (BLAST BY CHOICE) CHINA WHITE AT 200
LAMPING:	100 WATT
WATTAGE:	100 WATT
SHAPE:	ROUNDER BASE
POWER CONNECTION:	FISHER PULLER SW-100 (PART NUMBER: P24-100)
REMARKS:	TYPE II (AUTOMATIC DECOMMISSION)

CROSS ARM SPECIFICATIONS

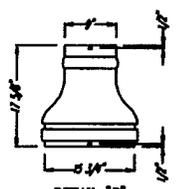
STYLE:	BELMONT FRANKLIN PARAWAY CROSS ARM
HEIGHT:	5'-3 1/8"
WIDTH:	3'-0" FROM E OF POST TO E OF LUMINAIRE
MATERIAL:	CAST ALUMINUM
FINISH:	PRIME PAINT WITH FRESH PAINT, SHERWIN WILLIAMS ACCURON - COB GREEN
REMARKS:	1 1/2" A.S. PIPE W/FLANGE

LAMP POST SPECIFICATIONS

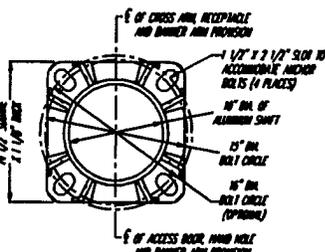
STYLE:	BELMONT FRANKLIN PARAWAY
HEIGHT:	25'-0"
WIDTH:	25'-0"
MATERIAL:	25" DIAMETER
SHAPE:	3/4" THICK, SHARP TAPERED BOLT IN ALUMINUM SHIRT
BASE:	2 PCE, (RAMP AROUND) HEAVY DUTY CAST ALUMINUM ALLOY BASE PER A.S. IN 824-85
FINISH:	PRIME PAINT WITH FRESH PAINT, SHERWIN WILLIAMS ACCURON - COB GREEN
ACCESS DOOR:	LOCATED IN BASE TO CHECK WITH WIND HOSE IN ALUMINUM SHIRT SECURED WITH (2) 1/4" x 20 x 1 1/2" LONG HEX HEAD BOLTS (10' AROUND) CABLE STRAPPED BY PLACING WIRE TO A BOLT GROUP IN BASE
GROUND STRAP PROVISIONS:	1/4" x 20 HEAVY DUTY GROUNDING LUG SUPPLIED BY SPRING CITY
ANCHOR BOLTS:	(4) 1" x 3/4" x 4" NUT PER A.S. IN 400 - HIGH STRENGTH BOLT (1 NUT AND 1 WASHER REQUIRED)
BOLT PROTECTION:	5" REQUIRED
REMARKS:	4 1/2" DIA. x 30 1/2" HIGH (TO ACCEPT CROSS ARM)



SECTION A-A
SHOWN TAPERED
ALUMINUM SHIRT
N.I.S.



DETAIL "B"
ACCESS DOOR DETAIL
N.I.S.



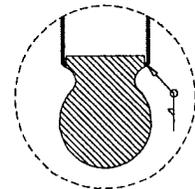
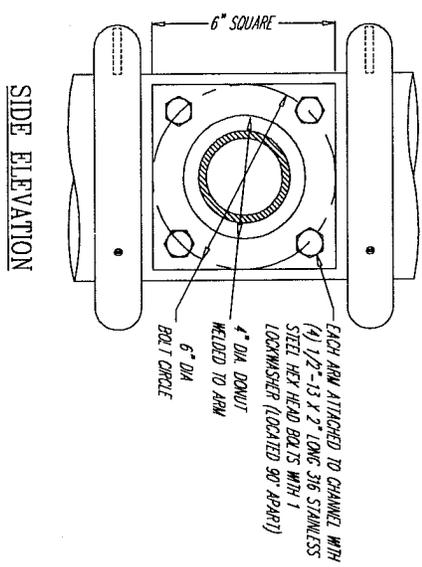
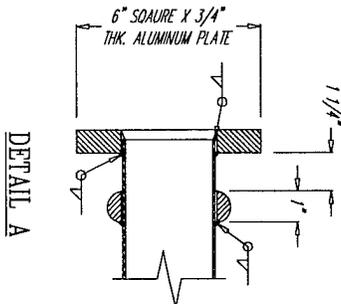
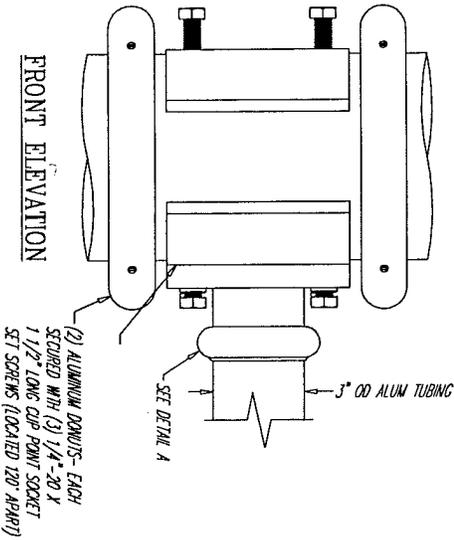
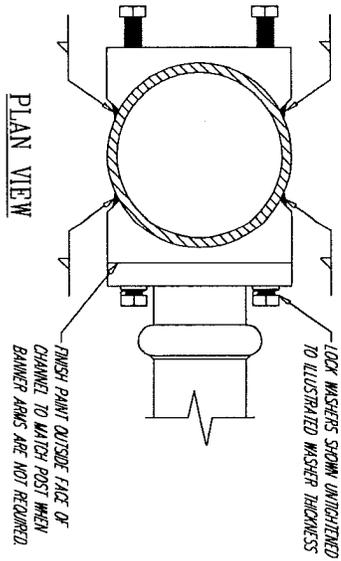
SECTION B-B
N.I.S.

PERN DOT BULLETIN IS APPROVED

Spring City Electrical Mfg. Co.
 PHONE (610) 940-4000
 FAX (610) 940-5577
 1001 W. 10TH ST. - SPRING CITY, PA. 19380

DESCRIPTION	THE 25'-0" BELMONT FRANKLIN PARAWAY (LPI) ALUMINUM POST WITH THE BELMONT FRANKLIN PARAWAY LUMINAIRE (TRAFFIC SIGNAL POLE)		
CUSTOMER	CITY OF PHILADELPHIA REVISION 7-22-2010		
SCALE	DRAWN BY	DATE	DRAWING NO.
N.I.S.	B.K.R.	07-22-2010	14

31010 050 029	See Para. 2.2.49.1
31010 050 029 00	See Para. 2.2.49.2
31010 050 024	See Para. 2.2.49.3
31010 050 024 01	See Para. 2.2.49.4



This drawing is property of Spring City Elec. Mfg. and is loaned to the recipient for informational purposes only. It shall not be copied, reproduced, passed on to another individual, printed, nor used for any purpose other than that for which it is specifically furnished except with Spring City's written permission.

DETAIL B
DETAIL OF FINAL ATTACHMENT
N.I.S.

PENN DOT BULLETIN 15 APPROVED

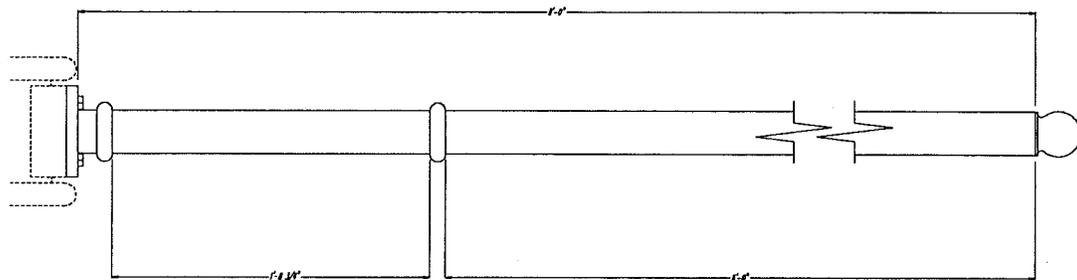


Spring City Electrical Mfg. Co.
PHONE (717) 546-4877

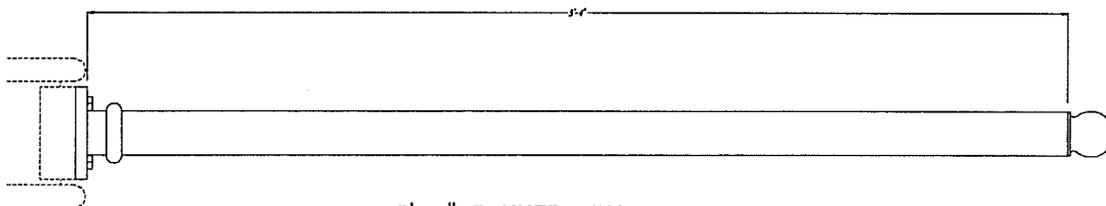
DATE	REV	BY	DESCRIPTION
			BANNER ARM ATTACHMENT MODIFICATION FOR DRAWINGS # LP-25812 & LP-25815
			CITY OF PHILADELPHIA
			REVIEWED 2-22-2010
SCALE	DRAWN BY	DATE	DRAWING NO.
N.I.S.	B.K.R.	07-01-03	21

31010 050 025 See Para. 2.2.50.1
31010 050 025 01 See Para. 2.2.50.2

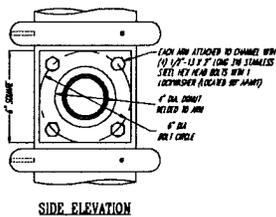
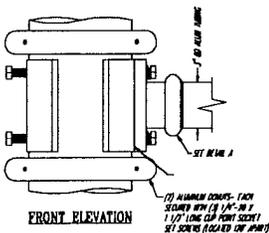
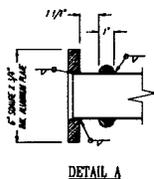
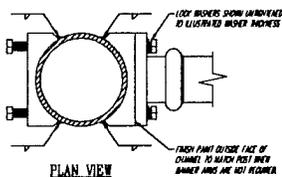
This drawing is property of Spring City Elect. Mfg. and is issued to the recipient with the understanding that it shall not be copied, duplicated, passed on to unauthorized parties, nor used for any purpose other than that for which it is specifically furnished except with Spring City's written permission.



8'-0" BANNER ARM
(Must be installed as singles only)



5'-4" BANNER ARM



PENN DOT BULLETIN 15 APPROVED

Spring City Electrical Mfg. Co.
 PHONE (610) 948-0000
 FAX (610) 948-5577
 HALL AND MAIN STREETS - P.O. DRAWER 19 - SPRING CITY, PA. 19475
 SINCE 1943

DESCRIPTION	BANNER ARM ATTACHMENT INFORMATION FOR DRAWINGS # LP-25812 & LP-25815		
CUSTOMER	CITY OF PHILADELPHIA		
JOB	REVIEWED 7-22-2010		
SCALE	DRAWN BY	DATE	DRAWING NO.
N.T.S.	B.K.R.	07-01-03	20

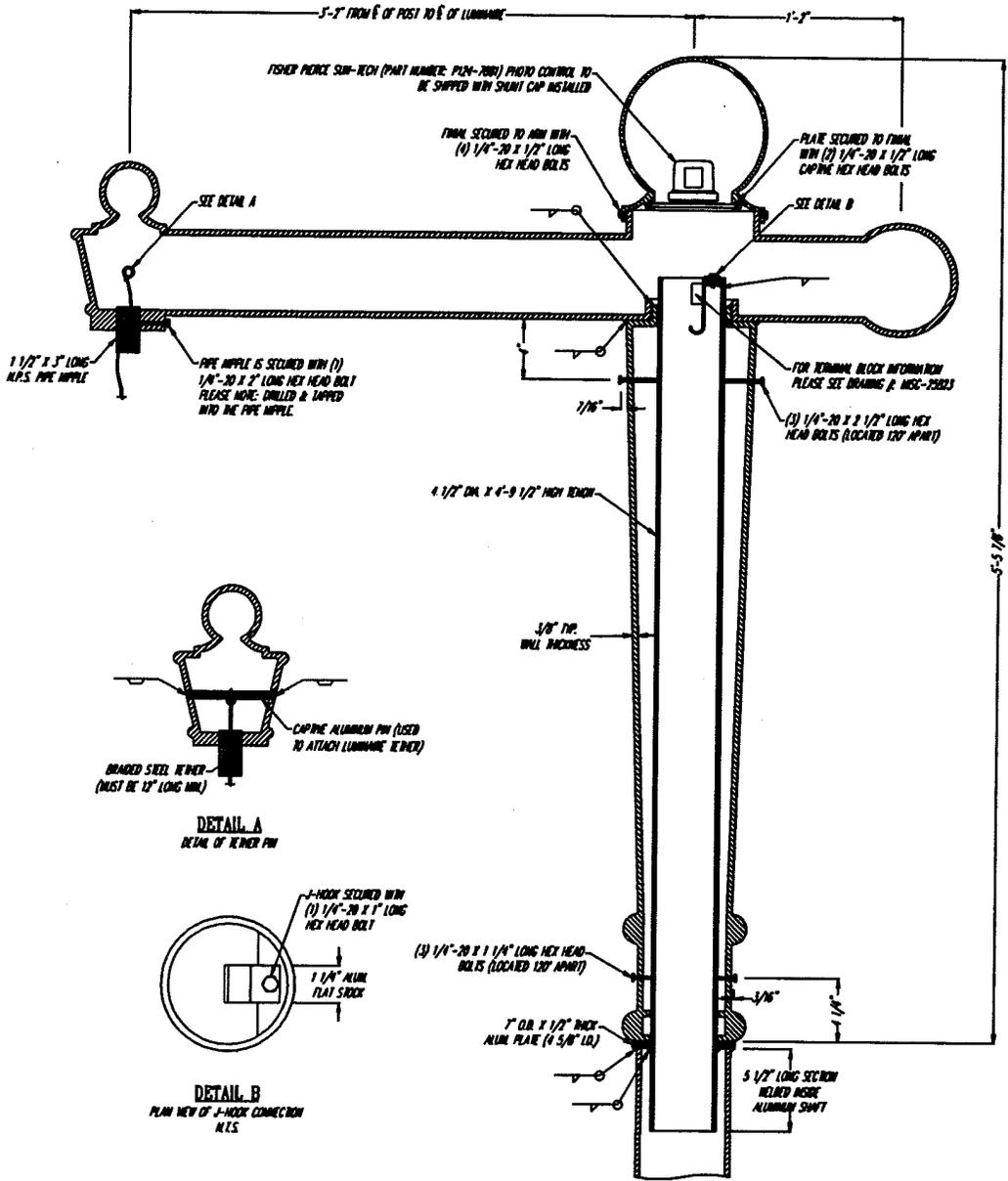
31010 050 025

See Para. 2.2.50.1

31010 050 025 01

See Para. 2.2.50.2

This drawing is property of Spring City Elec. Mfg. and is loaned to the recipient with the understanding that it shall not be copied, duplicated, passed on to unauthorized parties, nor used for any purpose other than that for which it is specifically furnished except with Spring City's written permission.



PENN DOT BULLETIN 15 APPROVED

 **Spring City Electrical Mfg. Co.**

PHONE (610) 940-4800
FAX (610) 940-5847

DESCRIPTION	CONSTRUCTION DRAWING FOR THE BENJAMIN FRANKLIN PARKWAY CROSS ARM		
CUSTOMER	CITY OF PHILADELPHIA REVIEWED 7-22-2010		
SCALE	DRAWN BY:	DATE	DRAWING NO.
N.T.S.	B.K.R.	06-18-03	22

31010 050 026
31010 050 026 01

See Para. 2.2.51.1
See Para. 2.2.51.2

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 states as the Bid opening.
- Note the City Anti-Discrimination Policy or Economic Opportunity Plan (EOP). If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet all qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. Faxed bids will not be accepted.
- Do not submit counter terms or conditions. **Your bid will be rejected.**
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts. All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

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

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



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

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



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, 2011 – 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, 2011 to June 30, 2012**, complete the enclosed application and return it with a check for **\$120.00**. 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**" **2011–2012** 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 \$120.00 for 7/1/11 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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.

*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.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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;
- 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 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

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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 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)."

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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 any applicable federal, state or local law or regulation. **Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 30 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

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

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

The bidder expressly understands and agrees that any

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

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

The 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.

30. PROTECTION OF DISPLACED CONTRACT WORKERS. If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non-Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9-2300 of the Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

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)