

## BID OPENING DATE AND TIME

**ON: March 23, 2012**

**AT: 10:30 A.M.**

<b>BID NO.</b>  <b>S2Z58290</b>	<b>PAGE</b> <b>1</b> <b>OF</b> <b>43</b>	<b>INVITATION AND BID ADVERTISED</b>	<b>BIDDER MUST COMPLETE BELOW</b>
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO  CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNING BIDS WILL NOT BE ACCEPTED.
DEPARTMENT <b>VARIOUS</b>	DIVISION <b>VARIOUS</b>		NAME AND ADDRESS OF FIRM
AWARDED			Federal EIN/Social Security Number
DATE FOR THE PROCUREMENT COMMISSIONER			<b>BUYER : J. Manton S. Justice</b>

**TITLE OF: REFURBISHING, RETROFITTING, INSTALLATION AND REPLACEMENT PARTS FOR SAFETY VEHICLES**

### Commerce Department-Office of Economic Development (OEO)

#### Anti-Discrimination Policy

#### Executive Order 02-05 – Bidder Requirements

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order, policy and guidelines as attached. Specific instructions must be adhered to, and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder.

#### **Participation Ranges**

M-BE: GOOD FAITH EFFORTS

W-BE: GOOD FAITH EFFORTS

DS-BE: GOOD FAITH EFFORTS

Any and all questions about Executive Order 02-05 and bidder compliance should be directed to the Commerce Department Office of Economic Opportunity (OEO) office at (215) 683- 2000.

### BID QUESTIONS

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

#### For City Use Only

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

**ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**  
 Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises<sup>1</sup>

**DEPARTMENT OF COMMERCE**  
**OFFICE OF ECONOMIC OPPORTUNITY (OEO)**

<b>Bid Number or Proposal Title:</b>		<b>Name of Bidder/Proposer:</b>				<b>Bid/RFP Opening Date:</b>	
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		<b>Work or Supply Effort to be Performed</b>	<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s) If No Commitment</b>
<b>Company Name</b>			<b>By Phone</b>	<b>By Mail</b>	<b>Yes (If Yes, give date)</b>	<b>NO</b>	
<b>Address</b>							
<b>Contact Person</b>			<b>Quote Received</b>		<b>Amount Committed To</b>		
<b>Telephone Number</b> <b>Fax Number</b>			<b>YES<sup>2</sup></b>	<b>NO</b>	<b>Dollar Amount</b>		
<b>Email Address</b>					<b>\$</b>		
<b>OEO REGISTRY #</b>	<b>CERTIFYING AGENCY</b>				<b>Percent of Total Bid/RFP</b>		
					<b>%</b>		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		<b>Work or Supply Effort to be Performed</b>	<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s) If No Commitment</b>
<b>Company Name</b>			<b>By Phone</b>	<b>By Mail</b>	<b>Yes (If Yes, give date)</b>	<b>NO</b>	
<b>Address</b>							
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<b>Email Address</b>					<b>\$</b>		
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<b>Email Address</b>					<b>\$</b>		
<b>OEO REGISTRY #</b>	<b>CERTIFYING AGENCY</b>				<b>Percent of Total Bid/RFP</b>		
					<b>%</b>		

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

**ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**  
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 09/2010

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		FIRM NAME (Must be filled in)	

**SECTION 1: GENERAL BID SUBMISSION**

- 1.1 **TITLE: REFURBISHING, RETROFITTING, INSTALLATION AND REPLACEMENT PARTS FOR SAFETY VEHICLES**
- 1.2 **SCHEDULE NO: 990**
- 1.3 **CONTRACT TERM: 04/01/12 to 03/31/13** (“Initial Term”), with an option to renew for up to **THREE (3)** additional **ONE (1)** year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or 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 services are required in the operation of various City Safety Vehicles 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 services and related materials to be provided generally on an as-needed basis. Successful bidders are cautioned not to perform any 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 perform on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful bidder 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 **REFURBISHING, RETROFITTING, INSTALLATION AND REPLACEMENT PARTS FOR SAFETY VEHICLES** for the Office of Fleet Management as specified herein during the contract period.

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## 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.

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 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.

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

**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, 1<sup>st</sup> 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 \$25,000 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 **LBE CERTIFICATON:**

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.

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**Failure to submit the prime’s LBE certification number or the subcontractor’s name and 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](http://www.phila.gov/bids). Please provide sufficient time prior to bidding for processing of the LBE application.**

1.9.8

**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.

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**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 services 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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1.9.9 **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 \_\_\_\_\_

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S2Z58290</b>	PAGE OF <b>9 43</b>
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**1.10 BIDDER QUALIFICATION:**

**1.10.1 Bidder's Experience**

1.10.1.1 Bidder must have a minimum of four years experience in emergency and law enforcement up fitting.

1.10.1.2 Bidder must have fleet production experience.

1.10.1.3 Bidder must have provided fleet services for fleets of 500+ vehicles.

**1.10.2 Facility/Bidder Qualifications**

1.10.2.1 Bidder must have all of the below to be considered for award: complete facilities outfitted with state of the art computer aided design of products, computerized cutting equipment, full machine shop services to include a sheer, press brake, turret punch, saws, milling machine and drill press.

1.10.2.1.1 Bidder must have the capability to design, fabricate and provide cabinetry made from wood or aluminum.

1.10.2.2 Bidder must have a Pennsylvania Vehicle Manufacturer's License.

1.10.2.3 Bidder must carry a minimum of \$1,000,000.00 Garagemen's Liability Insurance.

1.10.2.3.1 Bidder must carry insurance to fully insure all vehicles while in the bidder's possession.

1.10.2.4 Bidder must be an authorized drop ship location for major Original Equipment Manufacturers such as Ford and Chevrolet.

1.10.2.5 Bidder must have a minimum of 5,000 sq. ft. fabrication/ machine shop area.

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1.10.2.6 Bidder must have a minimum of 3,500 sq. ft. parts and materials warehouse.

1.10.2.7 Bidder must have secure parking for at least 50 vehicles.

1.10.2.8 Bidder must be a warehouse/master distributor dealing in a full line (red, blue and yellow) of Public Health and Safety products offered. Bidder required to provide a letter on manufacturer's letterhead testifying to this fact.

1.10.3 **Additional Shop Equipment:**

Bidder must have at a minimum, the following types of equipment available at his/her site.

Oxygen and Acetylene Torches  
Plasma Cutter  
Mig and Tig Welding Equipment (Steel and Aluminum)  
Air Conditioning recycling/evacuating/recharging equipment  
Vehicle Lift  
Forklift  
Overhead Crane

1.10.4 **Personnel:**

Engineering, minimum of 2  
Product Support, minimum of 5  
Fabrication Shop, minimum of 4  
Assembly Technicians, minimum of 15  
Plus Supervision

1.10.5 Proof will be required of each bidder that he/she has satisfactorily supplied retrofitting and installation of the same scope and complexity as the services described in this bid. Prospective bidder shall submit with their bid a list of at least five equivalent or larger installations to which he has provided such services under contract.

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All facilities, equipment, staffing and/or samples of completed work may be inspected by the City of Philadelphia prior to award of contract for compliance with the intent of these specifications. Failure to comply will be cause for rejection of bid.

- 1.10.6 All bidders must be a bona fide manufacturer of, or dealer in, the services specified within this bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the 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 REFURBISHING, RETROFITTING, INSTALLATION AND REPLACEMENT PARTS FOR SAFETY VEHICLES.**

Applicable standards and guidelines that are to be adhered to for this service:

American National Standard Institute

Handbook of the Society of Automotive Engineers

U.S. Standard Sheet Metal Gauges

Department of Transportation-Federal Motor Vehicles Safety Standards

American Welding Society Standard Qualification Procedures

#### **2.1.1 Purpose and Intent**

The purpose of this bid specification is to award a contract for the purpose of **REFURBISHING, RETROFITTING, INSTALLATION AND REPLACEMENT PARTS FOR SAFETY VEHICLES.**

This shall include the retrofitting of new units and parts for new vehicles. In addition it shall include repair, refurbishment, and reinstallation services on existing vehicles, as well as replacement parts purchases. To include the design and fabrication necessary for installation on safety and electronic equipment on marked, unmarked and municipal vehicles.

**2.1.2** It is the intent that all services and related materials specified shall be considered as the minimum unless otherwise stated. Any material and services provided in estimates resulting from this bid shall include all related and affiliated items that shall result in a complete and operating total. The completion of the work shall be at no additional cost to the City unless additional supplemental work has been approved and authorized.

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## 2.2 SCOPE OF WORK

### 2.2.1 **Design, fabricate, recondition, install, and reinstallation to include but not be limited to:**

Prisoner compartments, Fiberglass and Aluminum

Console for centralization of Emergency Equipment Controls and Radios

Protective Screening for both inside and outside of windows

Driver Protection Shields

K-9 Compartment

All Aspects of Emergency Lighting: Police, Fire and Municipal

All Aspects of portable and fix work lights

Recondition of emergency lighting, control consoles

Aluminum boxes with rollout drawers

Power inverters

Bidder must install each equipment item in accordance with manufacturer's directions, reference code and specification. All installations must incorporate safe and readily available access for maintenance, safety and continuity of operation.

### 2.2.2 **Drawings/Blue Prints**

After completion of the first vehicle, the successful bidder shall provide the City with the following:

Provide as built layout and assembly drawings to include a list of parts and part numbers.

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Provide as built wiring diagrams, name switches and relays and note locations.

2.2.3

**Materials**

Materials not specifically covered by this specification or applicable referenced specifications or standards shall be of the best quality currently used in commercial practice for fabrication and shall be covered by a written guarantee for a period of at least one (1) year after the acceptance of the retrofitted vehicle. Materials shall be free from all defects and imperfections that might affect the serviceability of the finished product.

2.2.4

**Metals**

All metal parts and components shall be fabricated materials resistant to corrosive action. The use of dissimilar metals in contact with each other shall be avoided.

2.2.5

**Protective Rust Treatment**

Materials that are subject to deterioration when exposed to weather and operational conditions normally encountered during service, shall be protected against such deterioration in a manner that will in no way prevent compliance with the performance requirements.

2.2.6

**Design**

Whenever it is consistent with the performance requirements, each component part shall be so designed that it can be installed in its proper operating position. All components shall be so designed and protected that their normal functioning will not be impaired by heavy rains, road splash, formation of condensation, recharging operations and leaks.

2.2.7

**Powder Coat Finish**

Paint shall be super-durable TGIC polyester, and application and cure shall be uniform per manufacturer specifications, immediately following cleaning and pre-treatment.

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2.2.8 **Steel Fabrication**

Shearing and chipping shall be done neatly and accurately. Corners shall be square and true. All bends of major character shall be made with metal dies or fixtures in order to avoid overheating and heated metal shall be allowed to cool slowly.

2.2.9 **Riveted Connections**

Rivet holes shall be accurately punched or drilled and shall have burrs removed. Rivet head shall be full, neatly made, concentric with rivet holes and in full contact with the surface of the member.

2.2.10 **Safety**

The successful bidder shall in the performance of his/her work, follow all standard safety practices of the trades. He/she shall at all times comply with the requirements of the Occupational Safety and Health Act of 1970 (OSHA) or latest edition.

2.2.11 **Parts and Materials**

All parts and materials supplied by successful bidder under the contract resulting from this Invitation and Bid shall be new, first quality products meeting original equipment manufacturer (OEM) specifications.

2.3 **Estimates**

2.3.1 **Authorization Procedure**

The OFM maintenance facility supervisor shall request a "Z" work order number from the Z Work Order Unit authorizing any of the following scenarios:

- vehicle be sent to successful bidder
- inspection of stated equipment
- estimate of repairs
- any vehicle being inspected, repaired or tested while out of the control of City employees but remaining on City property.

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Successful bidder must prepare a written estimate of all work to be performed. The vendor shall then contact the OFM Maintenance Facility Supervisor for review of the estimate. The supervisor, or his designee must sign the estimate of work to be performed and submit signed copy of the estimate to the OFM Z Work Order Unit to initiate a Purchase Order authorization. Successful bidder must only receive this authorization to proceed, **from OFM Z Work Order Unit prior to any repairs being initiated.**

2.3.1.1 **VARIANCES FROM ESTIMATE:**

Successful bidder(s) shall be responsible for obtaining approval of the OFM prior to undertaking any work not included in the original estimate. Additional work shall be submitted as a separate “supplemental” estimate that will only include additional work needed. Authorization Procedure shall be the same as above. **Failure to follow this procedure may result in non-payment of service.**

2.3.1.2 **TIMELINESS OF REPAIR**

Successful bidder shall perform inspection within 48 hours after pick up of City equipment and provide repair estimates that include an estimate of time needed to complete the repair. This information should be provided to the OFM facility maintenance supervisor within twenty (24) hours of completion of the initial inspection.

Upon authorization of repairs, the vendor shall perform all repairs, as per the agreed estimate within forty eight (48) hours of the estimate completion time given to the City.

2.4 **PAYMENT**

Payment will be made to the contractor as follows:

2.4.1 **Service**

For work actually performed in accordance with the approved estimate at the hourly rate quoted by vendor, not to exceed the estimate except as provided in “Variances from Estimates” and approved by OFM Fleet Maintenance Supervisor.

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Successful bidder will notify the OFM Fleet Maintenance Supervisor and the OFM Z Work Order Unit immediately of any personnel changes (resignations, terminations, reassignments) that may impact the ability of vendor to respond to service calls and complete in sections within the time periods as defined within this Invitation and Bid.

If for any reason there is a delay of service past date agreed upon by successful bidder and OFM, liquidated damages as stated in 4.2.4.1 due shall apply.

Upon completion of work, the vendor shall supply OFM invoices stating the following:

- Purchase order number
- Bid number
- Site location
- Job number
- Date and time notified
- Date and time of commencement of work
- Full description of work performed on the job
- Inspection Cost and/or cost per hour for labor
- Labor work sheets detailing total labor time expended for repair
- Total list and cost of parts if required
- Date and time of completion of service call

The awarded vendor must use the same original assigned Z work order number on any and all resulting invoices. A separate invoice should be submitted for repair parts costs as outlined in section 4.2.11.2.

#### 2.4.2 Parts Only Purchase

Discounts listed in Section 5 shall include all shipping charges to the requesting location, however, in the case of deemed “emergency” parts, next day delivery shipping charges will be paid by the OFM, only if and when delivery has been deemed emergency by the OFM Parts Manager or designee.

Upon delivery and acceptance approval of parts, vendor shall supply OFM invoices stating the following:

- Purchase Order number
- Bid number

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Shipping Instruction number  
Shop location number and address  
Brand and part number

**2.5 Warranty**

- 2.5.1 All work and products must be guaranteed for a minimum of two years or manufacturers’ standard warranty.
- 2.5.2 Warranty repairs must be scheduled within 24 hours of notification.
- 2.5.3 Warranty repairs must be completed within 48 hours of receipt of vehicle.
- 2.5.4 All new or refabricated parts installed shall be warranted for the period of the manufacturer's warranty or ninety (90) days, whichever is longer.
- 2.5.5 The City reserves the right to request Warranty repairs be performed at City’s site at no extra cost to the City.
- 2.5.6 Failures  
If equipment fails during the warranty period, all adjustments, etc. must be completed and returned to the City within two (2) working days. If additional time is required to correct vendor must notify Fleet Management for approval. Repeated failure to meet time frame for correction(s) may result in the successful bidder being declared in default of the contract.

**2.6 Pricing**

- 2.6.1 In Section 5 “Pricing”, Bidder shall state a discount from Manufacturer’s current published list price for items listed except for items 5.1.1, 5.2.8, 5.2.12.1 & 5.3. Bidder must use the most current published list price at the time of bid opening. A manufacturer’s list price must be submitted along with Bid Package for each manufacturer.

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2.6.2 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).

2.6.3 For item 5.1.1 Bidder shall state an hourly rate for all work performed by engineering, product support, fabrication, assembly technicians and supervision. This rate shall be all inclusive. The hourly rate shall remain firm for the initial period of the contract. If subsequent renewal terms are exercised by the City, the vendor may increase prices per paragraph 4.3.1 "Price Increase/Decrease for Labor Rate".

2.6.4 For items 5.2.8 and 5.2.12.1 Vendor SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) + MARK-UP % (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from supplier plus mark-up %. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

**If the supplier of the part/item is NOT the manufacturer, then supplier can NOT mark-up part/item cost by a greater percentage than that bid by the contracted vendor.**

**The City of Philadelphia reserves the right, solely and in its best interests, NOT to purchase the part/item in question if the City finds the pricing cost prohibitive.**

### **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.

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

- (i) improper bid security
- (ii) improper bid execution
- (iii) incompleteness
- (iv) offering counter terms and conditions
- (v) improper or incomplete execution of OEO documents (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 An award shall be made in whole to the successful bidder offering the lowest mark-up percentage and highest discount to the City from manufacturers' published price listings for all items listed in Section 5 "Pricing", EXCLUDING 5.3.

3.2.1.1 Subcontracting is allowable for the purpose of painting only.

3.2.2 **Upon request of the buyer, apparent low bidder must submit the manufacturers' list price book 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. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.**

**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:**

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- **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).**

**Vendors 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](mailto: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, 13<sup>th</sup> floor  
Phila., PA 19102  
Attn: Manager, Financial Verification & Accounting Section

***City Controller***

Municipal Services Building, 13<sup>th</sup> floor  
Phila., PA 19102  
Attn: Examination Supervisor

***Procurement Department, Price Desk***

Municipal Services Building, Room 150  
Phila., PA 19102  
Attn: Price Desk Clerk  
**email: [PRICEDESK@PHILA.GOV](mailto:PRICEDESK@PHILA.GOV)**

***Office of Fleet Management***

100 South Broad Street, 3<sup>rd</sup> Floor  
Phila., PA 19102  
Attn: Administrative Officer

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For all invoices submitted, vendor must agree that all pricing can be verified in the price list(s) submitted after award and on file in Finance, the Controller's Office, Procurement and Fleet Management.

Vendor's must submit copies of all amendments, updates, etc. to the submitted price list(s) to the addresses shown above.

**3.2.3 LBE CALCULATION:**

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.

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, a 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.

**3.2.4 PERFORMANCE SECURITY:**

Bidder's attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

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

Performance security shall be required for any subsequent renewal periods.

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

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

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

3.2.6 **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, 14<sup>th</sup> Floor, Philadelphia, PA 19102, Attn. Debbie Lawton or FAX to (215) 683-1705.

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## **SECTION 4: CONTRACT MANAGEMENT**

### **4.1 CITY OF PHILADELPHIA RESPONSIBILITY:**

4.1.1 The Office of Fleet Management will be notified by Procurement of an award and will be provided the vendor's name, vendor's contact and applicable pricing. OFM will prepare and submit through the appropriate review channels, a purchase order detailing their specific needs and requirements to Procurement. The Procurement Department shall then, upon review and approval, release the purchase order to the vendor.

#### **4.1.2 Order Against Contracts**

Subsequent to contract conformance of a Requirements bid, blanket purchase orders for parts will be issued. Vendor will receive shipping instructions with delivery locations when parts are needed. Service purchase orders will be issued for each job upon review and approval of estimate.

4.1.3 The Office of Fleet Management is responsible for monitoring the services performed as described in the contract. If any problems arise, a letter will be sent to the vendor requesting resolution by a specified date. A copy shall 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.

#### **ADD-ONS:**

4.1.4 The City reserves the right to add, delete or change locations; or to acquire other types of Retrofitting and Refurbishing 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:

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.

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## 4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor may provide services 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 service requests until after receipt of purchase order or other authorizing document from Procurement.

4.2.2 Contractor may perform services 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, percentages, total amount, or terms and conditions change from the original purchase order).

4.2.3 Contractors may perform services 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 OFM of the anticipated funding shortfalls.

### 4.2.4 **VIOLATION OF CONTRACT**

If contractor abandons the work or if the job time schedule as defined between the operating department and the contractor prior to the initiation of work is exceeded or if the contractor neglects or fails to prosecute the work with promptness and diligence, or shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment, or if vendor shall execute any of the work improperly, carelessly, or in bad faith or if the contractor shall default in the performance of any of the terms, conditions and provisions of the contract, the operating department may notify in writing the contractor to remedy his neglect or default and require the contractor to comply with the terms, conditions and provisions of this contract resulting from this Invitation and Bid.

#### 4.2.4.1 **Liquidated Damages:**

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor liquidated damages of **\$300.00** for each event or omission per day until such actions are remedied by the vendor:

- Failure to commence work within specified time
- Poor performance

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- Failure to provide all equipment, materials and parts necessary for the performance of the work
- Failure to supply qualified personnel

4.2.4.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law.

The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. OFM shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on vendor; all assessments of liquidated damages must also be reported, in writing, to the Procurement dept. Buyer as they occur.

In the event of assessment of liquidated damages, if the vendor feels that extenuating circumstances contributed to the occurrence, a request for a waiver on the liquidated damages may be appealed in writing, within 30 days to OFM and the Procurement Department who shall be the final arbiter in such matters.

4.2.5 In the event that the contractor receives an order for services 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 Office of Fleet Management (OFM) in writing and refuse to perform.

4.2.6 Should services be performed that are not specifically incorporated and priced into the contract, and/or be provided without purchase order, the City shall have no obligation for payment.

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4.2.7 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

4.2.8 **RECYCLING INFORMATION REQUEST:**

4.2.8.1 The City also 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\_\_\_

4.2.9 **Approval of Work:**

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

4.2.10 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.

4.2.11 **Invoices/Receipts**

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 3, para 3.2.2 above).

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Vendor must submit four (4) copies of all amendments, updates, etc., to the submitted price lists to the addresses shown in Section 3, paragraph 3.2.2 above.

- (a) After the delivery or services have been completed and approved, the Contractor must submit three (3) copies of the invoice for payment to the following address:

Office of Fleet Management  
Z Work Order Unit  
100 South Broad Street, 3<sup>rd</sup> floor  
Philadelphia, Pa. 19102

- (b) The invoice must correctly reference the purchase order number, Z work order or shipping instruction number, shop location, as well as the vendor's name, address and Federal Employer Identification number.
- (c) For Time and Material type invoices see 4.2.11.2
- (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.
- (f) 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".

- 4.2.11.1 Successful bidder(s) shall invoice upon completion of work and approval of Fleet Maintenance Supervisor.

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4.2.11.2 For Time and Material type invoices it is typically necessary to submit two (2) separate invoices – one for labor expenses and one for parts. If two (2) invoices are required, there will be two (2) different purchase orders also. The City recommends that such Time and Material invoices have the same invoice number but different suffixes (e.g. 1234L (labor) and 1234P (parts)). Supporting Work orders detailing hours worked and parts used with the signature and payroll ID number of the authorized/designated City personnel must be included.

4.2.11.3 Invoices should be sent in triplicate: One (1) original and two (2) copies of fully itemized invoices (no photostat) copies). Failure to submit invoices in the form noted below will cause a delay in payment.

4.2.11.4 The parts invoice must show part identification by part/stock number, unit prices, if applicable, and net amount due from the City.

4.2.12 **PAYMENTS**

The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. See above.

4.2.12.1 Paying the successful vendor is the responsibility of the receiving City Department(s), not the Procurement Department. The successful vendor 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 of the purchase order.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S2Z58290</b>	PAGE OF <b>31 43</b>
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4.3 **PRICE INCREASE OR DECREASE:**

4.3.1 **LABOR RATE:**

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

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

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

or

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

For each renewal period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index (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).**

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4.3.2 **FOR SECTION 5.2-PARTS:**

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

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.**

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S2Z58290</b>	PAGE OF <b>33 43</b>
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**SECTION 5: PRICING**

**5.1 LABOR RATE:**

Bidders shall state their labor rate per hour for all work performed by Engineering, product support, fabrication, assembly technicians and supervision. This rate shall be all inclusive.

		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
	<b>26400 000 000</b>			
5.1.1	STATE HOURLY RATE	1527	\$/_____/HR	\$_____

**5.2 PARTS:**

Bidders shall state a discount from manufacturer’s current published lists price for Items listed in Section 5.2 EXCEPT for Items 5.2.8 and 5.2.12.1.

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).

For Items 5.2.8 and 5.2.12.1 PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR’S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier’s invoice) +MARK-UP % (TO BE SUPPORTED BY SUPPLIER’S INVOICES). Vendor must submit original supplier’s invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier plus mark-up %.No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor’s quoted labor rate. No additional charges will be paid by the City.

In the supplier of the part/items is NOT the manufacturer, then supplier can NOT mark-up part/item cost by a greater percentage than that bid by the contracted vendor.

The City of Philadelphia reserves the right, solely and in its best interests, NOT to purchase the part/item in question if the City finds the pricing cost prohibitive.

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**BRANDS**

**TOTAL**

**32821 000**

5.2.1 Kusmall

**Estimated Expenditures: \$1,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 028**

5.2.2 I Com (Airport Vehicles)

**Estimated Expenditures: \$1,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 002**

5.2.3 Federal Signal

**Estimated Expenditures: \$15,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 003**

5.2.4 Whelen

**Estimated Expenditures: \$200,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

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**BRANDS**

**TOTAL**

**32821 004**

5.2.5 Code 3

**Estimated Expenditures: \$1,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 029**

5.2.6 FPT

**Estimated Expenditures: \$500.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 030**

5.2.7 Proguard Industries  
To include AOI Air Bag Switches

**Estimated Expenditures: \$19,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 007**

5.2.8 Motorola

**Vendor to state mark up for parts**

at Vendor's actual acquisition cost plus Markup. Parts shall be reimbursed by the City at vendor's actual purchase cost (as shown on supplier's invoice) from their supplier + Vendor's stated Mark-Up (to be supported by supplier's invoices). Vendor must submit a copy of original supplier's invoice with their invoice to the City. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S2Z58290</b>	PAGE OF <b>36 43</b>
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**TOTAL**

**Estimated Expenditures: \$500.00**

**State Mark-Up to bidder's actual acquisition cost:** \_\_\_\_\_ % \$ \_\_\_\_\_

5.2.9      **32821 008**  
Setina

**Estimated Expenditures: \$18,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

5.2.10      **32821 009**  
RCI

**Estimated Expenditures: \$500.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

5.2.11      **32821 031**  
Go Rhino

**Estimated Expenditures: \$2500.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

5.2.12      **32821 011**  
Havis Shields  
To includes the following parts pre-fixes:  
C - CONSOLE & COMPUTER MOUNTS  
S - CONSOLE & COMPUTER MOUNTS  
WGE - WINDOW GUARDS EXTERIOR  
WGI - WINDOW GUARDS INTERIOR  
KK - KWIT KIT PRISONER UNITS AND K-9 UNITS  
P - PARTITIONS  
DP - METAL DOOR PANELS

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**TOTAL**

KR – KWIK RAZE  
ROM – KWIK RAZE LIGHTS  
KRM-KWIK RAZE PARTS  
CD – COLLINS DYNAMICS  
RM – COLLINS DYNAMICS PARTS  
4G – QUESTAR PARTS  
PT-PRISONER TRANSPORTS  
PT-PTB – PRISONER TRANSPORTS BUS KIT

**Estimated Expenditures: \$55,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ %      \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

5.2.12.1      **32821-045**  
Havis- Shields Raw Parts  
**Vendor to state mark up for raw parts at Vendor's actual acquisition cost plus Markup. Parts shall be reimbursed by the City at vendor's actual purchase cost (as shown on supplier's invoice) from their supplier + Vendor's stated Mark-Up (to be supported by supplier's invoices). Vendor must submit a copy of original supplier's invoice with their invoice to the City. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.**

FPM – Fiberglass Prisoner Materials  
PRM – PARTS RAW MATERIAL  
GSM – General Sales Merchandise

**Estimated Expenditures: \$8000.00**

**State Mark-Up to bidder's actual acquisition cost:** \_\_\_\_\_ %

\$ \_\_\_\_\_

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**BRANDS**

**TOTAL**

**32821 032**

5.2.13 Tripp-lite

**Estimated Expenditures: \$1500.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 013**

5.2.14 Havis-Shields Power Kits

**Estimated Expenditures: \$1500.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 014**

5.2.15 Transportation Safety Device

**Estimated Expenditures: \$1000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 033**

5.2.16 Able 2 SHO-ME

**Estimated Expenditures: \$500.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

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**BRANDS**

**TOTAL**

**32821 034**  
5.2.17 Unity

**Estimated Expenditures: \$3,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 017**  
5.2.18 Walter Kidde

**Estimated Expenditures: \$1,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 018**  
5.2.19 Ecco

**Estimated Expenditures: \$1,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 019**  
5.2.20 Velvac

**Estimated Expenditures: \$1,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

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**BRANDS**

**TOTAL**

**32821 021**

5.2.21 Cast Products

**Estimated Expenditures: \$1,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 036**

5.2.22 Antennex

**Estimated Expenditures: \$1,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 037**

5.2.23 Streamlight

**Estimated Expenditures: \$1,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**32821 038**

5.2.24 PRECO

**Estimated Expenditures: \$1,000.00**

**State Discount from Manufacturer's list price:** \_\_\_\_\_ % \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_



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**BRANDS**

**TOTAL**

5.2.29 **Special Order Light Bars**

When requested, special order Federal Signal, Whelen, and Code 3 light bars will be custom built to the City's needs. Custom built light bars shall consist of components listed in manufacturer's price list as supplied. Vendor shall state the discount when light parts are provided for a specialty light build. When special order light bars are provided, vendor will be required to provide a build sheet specifying each individual component from manufacturer's price list. Vendor will submit a copy of build sheet with invoicing.

5.2.29.1      **32821 035 000**  
Federal Signal Custom Light Bar  
Estimated Expenditures: \$1,000.00

**State Discount from Manufacturer's list price:** \_\_\_\_\_%      \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

5.2.29.2      **32821 035 001**  
Whelen Custom Light Bar  
Estimated Expenditures: \$1,000.00

**State Discount from Manufacturer's list price:** \_\_\_\_\_%      \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

5.2.29.3      **32821 035 002**  
Code 3 Custom Light Bar  
Estimated Expenditures: \$1,000.00

**State Discount from Manufacturer's list price:** \_\_\_\_\_%      \$ \_\_\_\_\_

**Date of Price List:** \_\_\_\_\_

**Grand Total \$** \_\_\_\_\_  
**(For Items 5.1.1-5.2.29.3)**

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5.3            **32821 046**  
Shipping

**Shipping as described in section 2.4.2 will be paid at the vendors cost. No additional mark ups will be allowed. Shipping will only be paid if the OFM designee has pre-approved the freight/shipping charge.**

**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:** \_\_\_\_\_

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](http://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**

Revised 09/08



# CITY OF PHILADELPHIA

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

Hugh Ortman  
Procurement Commissioner

## Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 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](http://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](http://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 or 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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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)."

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

**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 21<sup>ST</sup> 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)