BID OPENING DATE AND TIME

ON: May 21, 2012 **AT: 10:30 A.M.**

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S3Z58730	1 OF 40		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.

DEPARTMENT: **Various** DIVISION: **Various**

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

BIDS MUST BE RETURNED TO

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
MUNICIPAL SERVICES BLDG.
1401 JFK BLVD, ROOM 170A
PHILADELPHIA, PA 19102-1685

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER : J. Manton
K. Owens

TITLE OF: **Street Lighting Maintenance**

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: **BEST AND GOOD FAITH EFFORTS**

W-BE: **BEST AND GOOD FAITH EFFORTS**

DS-BE: **BEST AND 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	
	☐ YES	☐ NO	AMOUNT	CHECK NUMBER

City of Philadelphia
Economic Opportunity Plan
[CITY BID NUMBER S3Z58730]

I. Introduction, Definitions and Goals

A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of "Economic Opportunity Plan(s)" for certain classes of contracts and covered projects as defined in Section 17-1601. The Economic Opportunity Plan ("Plan") memorializes the successful Bidder's best and good faith efforts to provide meaningful and representative opportunities for Minority Business Enterprises ("MBEs"), Woman Business Enterprises ("WBEs") and Disabled Business Enterprises ("DSBEs"), Disadvantaged Business Enterprises[1] ("DBEs") (collectively, "M/W/DSBEs") and an appropriately diverse building trades workforce in connection with the contract or covered project.

This Invitation and Bid and any resulting contract are subject to the Plan requirements as described in Section 17-1603 (2). Accordingly, by submission of its Bid, a responsive and responsible Bidder makes a legally binding commitment to abide by the provisions of this Plan which include Bidder's commitment to exercise its best and good faith efforts throughout the contract term to provide meaningful and representative contracting opportunities for M/W/DSBEs and to employ an appropriately diverse workforce in all phases of any contract awarded under this Bid.

Bidder hereby verifies that all information submitted to the City including without limitation, the Plan and all forms and attachments thereto, are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 (a)(4) if, in the course of this contract, it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

B. For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its Office of Economic Opportunity ("OEO"). Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency[2] at the time of bid opening will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oeo/directory. If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

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[1]Disadvantaged Business Enterprises ("DBEs") are those socially or economically disadvantaged minority and woman owned businesses certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

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

C. For this Plan, the term "Best and Good Faith Efforts," the sufficiency of which shall be in the sole determination of the City, means: a Bidder's efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives of Chapter 17-1600.

D. Goals

1. M/W/DSBE Participation

Bidder shall make Best and Good Faith Efforts to provide meaningful and representative opportunities for M/W/DSBEs in the contract in consideration of the size and scope of the contract and the availability of MBEs, WBEs and DSBEs to perform various elements of the contract.

2. Employment Goals

Bidder agrees to make Best and Good Faith Efforts to employ a diverse workforce which includes minority persons, disabled persons, females and local residents.

II. Bidder Responsiveness and Responsibility

A. Bidder shall identify all its M/W/DSBE commitments and evidence its agreement to employ a diverse workforce on the form entitled, "M/W/DSBE Participation and Workforce Commitments." The Bidder's identified commitment to use an M/W/DSBE on this form constitutes a representation by Bidder, that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Bidder has made a legally binding commitment with the firm. The listing of the M/W/DSBE firm by Bidder further represents that if Bidder is awarded the contract, Bidder will subcontract with the listed firm(s) for the work or supply effort described and the dollar/percentage amount(s) set forth on the form. In calculating the percentage of M/W/DSBE participation, Bidder shall apply the standard mathematical rules in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern. Bidder is to maintain the M/W/DSBE percentage commitments throughout the term of the contract which shall apply to the total amount of the contract and any additional increases. In the event the Successful Bidder's contract is increased by change order and/or modification, or amendment, it shall be the responsibility of the Successful Bidder to apply its Best and Good Faith Efforts to the amended amount in order to maintain its commitments on the total dollar amount of the contract at the time of contract completion.

1. Commercially Acceptable Function

A Bidder that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort in that regard only if its M/W/DSBE subcontractor performs a commercially acceptable function ("CAF"). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work or

supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with Bid specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

The City may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF and in determining the amount of credit the Bidder receives towards the participation ranges. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

B. Upon award, letters of intent, quotations, and any other accompanying documents regarding commitments with M/W/DSBEs, including the M/W/DSBE Participation and Workforce Commitments Form, become part of the contract. M/W/DSBE commitments are to be memorialized in a written subcontract agreement and are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to termination of the subcontract, reduction in the scope of committed work, substitutions for the listed firms, changes or reductions in the listed dollar/percentage amounts, must be pre-approved in writing by OEO. Throughout the term of the contract, Bidder is required to continue its Best and Good Faith Efforts.

C. In the event Bidder does not identify on the M/W/DSBE Participation and Workforce Commitments Form that it has made M/W/DSBE commitments within the participation ranges established for this Bid and/or does not agree to the employment goals described herein, Bidder must complete and submit a *Documentation of Best and Good Faith Efforts Form* ("BGFE Form"), documenting its solicitations and any commitments with M/W/DSBEs, and detailing any efforts made to include M/W/DSBEs in the contract and to employ a diverse workforce. The submission of the BGFE Form is an element of bid responsiveness and failure to include this form may result in the rejection of the Bid. The BGFE Form must include at a minimum, certification and documentary evidence that the following actions were taken:

1. Solicitation directed to both qualified M/W/DSBEs registered with OEO and qualified M/W/DSBEs certified by agencies approved by OEO. Bidder must provide a list of all certification directories used for soliciting participation for this Bid. Bidder must determine with reasonable certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations; one time contact, without follow up, is not acceptable; and

2. Bidder provided interested M/W/DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation; and

3. Bidder negotiated in good faith with interested M/W/DSBEs. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm's price and capabilities as well as the objectives of the Plan into consideration; and

4. Documentation of the following:

i. Any commitments to use M/W/DSBEs in its bid for subcontracted services and materials supply even when Bidder would otherwise prefer to self-perform/supply these items; and

ii. Correspondence between the Bidder and any M/W/DSBE(s) related to this Bid; and

iii. Attendance logs and/or records of any scheduled pre-bid meeting; and

5. Certification and evidence that the following actions were taken or documentation of the following, or an explanation why these actions were not taken or why documentation does not exist:

i. Any arms length business assistance provided to interested M/W/DSBEs which may include access/introduction to major manufacturer/suppliers, lines of credit and union halls; and

ii. Solicitation through job fairs, newspapers, periodicals, advertisements and other organizations or media that are owned by M/W/DSBEs and/or focus on M/W/DSBEs; and

iii. Telephone logs of communications related to this Bid; and

iv. Notification of and access to bid documents at the Bidder's office or other office locations for open and timely review; and

v. Bidder sought assistance from the Urban Affairs Coalition, Careerlink Philadelphia, Opportunity Industrial Center and the Philadelphia Workforce Development Corporation to perform employment outreach; and

vi. Bidder published its policy of nondiscrimination in the hiring, retention and promotion of employees; and

vii. Any agreement with an apprenticeship or training program that targets the employment of minority persons, disabled persons and women.

III. Evaluation of Responsiveness and Responsibility

A. Evaluation and Determination

1. The City, acting through its OEO, will evaluate the responsiveness of the Bidder's Plan to these requirements. OEO reserves the right to request further

documentation and/or clarifying information at any time prior to the award of the contract which may result in Bidder's amendment of its M/W/DSBE Participation and Workforce Commitments Form or BGFE Form.

B. Administrative Reconsideration

1. If the OEO determines that the apparent low Bidder has not made sufficient Best and Good Faith Efforts, the Bidder will be notified and may file a written appeal with OEO within forty-eight (48) hours of the date of notification. The decision of OEO may be appealed in writing within forty-eight (48) hours of the date of OEO's decision to Chief Operating Officer of the Commerce Department or his designee whose decision shall be final. If it is determined that the apparent low Bidder did not make sufficient Best and Good Faith Efforts, its Bid will be rejected.

2. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all bids as deemed in the best interest of the City.

IV. Compliance and Monitoring of Best and Good Faith Efforts

A. A copy of the Successful Bidder's Plan, as certified below by OEO, will be filed with the Chief Clerk of Council by the Procurement Department on behalf of the Successful Bidder, within fifteen (15) days of the Procurement Department's issuance of the notice of award.

The Successful Bidder agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, within the time limits prescribed by OEO, all documentation which may be requested by OEO relative to the awarded contract, including the items described below. The Successful Bidder must provide as required and maintain the following contract documentation for a period of three (3) years following acceptance of final payment under the contract:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;

- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;

- Telephone logs and correspondence relating to M/W/DSBE commitments.

B. The Successful Bidder shall ensure that all its on-site contractors submit, to the extent required by law, certified payrolls to the City's Labor Standards Unit in the format prescribed by that agency which includes hours worked by minority and female apprentices and journeypersons.

C. Prompt Payment of M/W/DSBEs

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

2. Each month of the contract term and at the conclusion of the contract, the Successful Bidder shall provide to the OEO documentation reconciling actual dollar amounts paid to M/W/DSBE subcontractors to M/W/DSBE commitments presented in the Plan.

D. Oversight Committee

1. For this project, the City, in its sole discretion, may establish a Project Oversight Committee consisting of representatives from the Bidder's company, representatives of the building trades, the construction manager, and the City which may include the Project site's District Councilperson, OEO, and appropriate community organizations ("Committee"). The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the Plan.

2. If a Project Oversight Committee is established, the City will convene meetings of the Committee no later than one (1) month after issuance of the Notice To Proceed.

V. Remedies and Penalties for Non-Compliance

A. The Successful Bidder agrees that its compliance with the requirements of the Plan is material to the contract. Any failure to comply with these requirements may constitute a substantial breach of the contract. It is further agreed and understood that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to remedies reserved under Section 17-1605 of The Philadelphia Code, any other rights and remedies the City may have under the contract, or any bond filed in connection therewith or at law or in equity, exercise one or more of the remedies below, which shall be deemed cumulative and concurrent:

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend/Debar the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract'' shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City.)

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this Invitation and Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors. No privity of contract exists between the City and the M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with subcontracted services under any law or Executive Order or by any reason of any contract resulting from the Invitation and Bid except

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

_____

SIGNATURE OF BIDDER AND TITLE[3] DATE

_____

ANGELA DOWD-BURTON, Executive Director, Office of Economic Opportunity[4] DATE

[*See Forms on following pages; these Forms, as completed by Bidder, must be submitted with the Bid as a matter of Responsiveness and Responsibility*]

[3]Bidder is required to sign and date, but the City reserves the right to obtain the Successful Bidder's signature thereon at any time prior to Plan certification. The Successful Bidder will receive from the City a certified copy of its Plan which will be filed by the Procurement Department with the Chief Clerk of City Council within fifteen (15) days of the Procurement Department's issuance of a notice of award and published by OEO, in a downloadable format, on the OEO website.

[4] Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.

OEO Official Use Only

M/W/DSBE Commitments	Percent/Dollar Amount
_____[**MBE**]	_____
_____	_____
_____	_____
_____	_____
_____[**WBE**]	_____
_____	_____
_____	_____
_____	_____
_____[**DSBE**]	_____
_____	_____

NOTICE TO BIDDERS

Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans" has been amended to require: 1. the filing[1] of the Successful Bidder's "certified Plan" with the Chief Clerk of City Council within fifteen (15) days of receiving a notice of award from the Procurement Department and 2. publication of the certified Plan, in a downloadable format, on the OEO website. The "certified Plan" shall mean the winning bidder's Economic Opportunity Plan containing its M/W/DSBE commitments as signed by both bidder and the Executive Director of the Office of Economic Opportunity.

Bidder is required to sign and date the Plan and return it with its Bid, but the City reserves the right to obtain the Successful Bidder's signature thereon at any time prior to OEO certification. Successful Bidder will receive, with the notice of award, a copy of the certified Plan for its records.

[1] Procurement Department will file the certified Plan with the Chief Clerk of Council on behalf of the winning bidder.

DOCUMENTATION OF BEST AND GOOD FAITH EFFORTS FORM

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises[1]

BID TITLE -	*NAME OF BIDDER -*	*BID SUBMISSION DATE -*

List below ALL MBE/WBE/DSBE/DBEs[3] that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE[3] ☐ W-DBE[3]	Please Specify Work to be Performed and/or Type of Supply Effort	Date Solicited			Commitment Made
Company Name		By Phone	By Mail	By Advertisement	YES ☐ / NO ☐
Address					(If Yes, give date solicited) / (If No, provide reasons on Page 2)
Contact Person					
Telephone Number / Fax #		Date Solicited			Dollar Amount
☐ Subcontractor ☐ Supplier		YES[2]	NO		$
OEO CERTIFICATION #					Percent of Total Proposal %

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE[3] ☐ W-DBE	Please Specify Work to be Performed and/or Type of Supply Effort	Date Solicited			Commitment Made
Company Name		By Phone	By Mail	By Advertisement	YES ☐ / NO ☐
Address					(If Yes, give date solicited) / (If No, provide reasons on Page 2)
Contact Person					
Telephone Number / Fax #		Date Solicited			Dollar Amount
☐ Subcontractor ☐ Supplier		YES[2]	NO		$
OEO CERTIFICATION #					Percent of Total Proposal %

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE[3] ☐ W-DBE	Please Specify Work to be Performed and/or Type of Supply Effort	Date Solicited			Commitment Made
Company Name		By Phone	By Mail	By Advertisement	YES ☐ / NO ☐
Address					(If Yes, give date solicited) / (If No, provide reasons on Page 2)
Contact Person					
Telephone Number / Fax #		Date Solicited			Dollar Amount
☐ Subcontractor ☐ Supplier		YES[2]	NO		$
OEO CERTIFICATION #					Percent of Total Proposal %

[1]MBE/WBE/DSBE/DBEs Listed above must be certified prior to bid submission date.

[2]Bidder should attach quotation with this form, but the City reserves the right to request this information which shall be submitted by bidder within 48 hours of the City's request.

[3]If Bidder makes solicitation(s) and commitments with a DBE, Bidder shall indicate which class type, M-DBE or W-DBE, is submitted for credit.

DOCUMENTATION OF BEST AND GOOD FAITH EFFORTS FORM

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

BID NUMBER & TITLE -	*NAME OF BIDDER -*	*BID SUBMISSION DATE -*

Photocopy this form as necessary; you must respond for each solicited M/W/DSBE for which there is no commitment. Failure to do so may result in rejection of your bid.

Name of M/W/DSBE solicited for which no commitment was made:

No commitment resulted from your solicitation of the above identified M/W/DSBE; please explain why:

Did you attempt, in good faith, to negotiate price and scope (please be specific, attaching any dated price quotations and correspondence):

Did you offer this M/W/DSBE any arms length business assistance (e.g., introduction to manufacturer, helped provide access to line of credit, access to union hall, etc.):

Did you provide this M/W/DSBE with timely information about the scope of work required; be specific and attach dated documentary evidence of the foregoing:

DOCUMENTATION OF BEST AND GOOD FAITH EFFORTS FORM

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

BID TITLE -	***NAME OF BIDDER -***	***BID SUBMISSION DATE -***

Photocopy this form as necessary

Do you operate or provide funding to any on-the-job training or apprenticeship programs? If so please describe and provide the number of trainees and breakout of minority, female and/or disabled participants:

Did you seek assistance from the Urban Affairs Coalition, Careerlink Philadelphia, Opportunity Industrial Center and the Philadelphia Workforce Development Corporation to perform employee outreach? Provide your list of minority, female, and/or disabled recruitment agencies or other community based organizaitons that your firm uses for employment placement:

Describe any specific outreach activities through job fairs, newspapers, periodicals, advertisements and other organizations or media that are owned by M/W/DSBEs and/or focus on M/W/DSBEs:

Identify the unions with which you have a collective bargaining agreement. Describe any hiring practices, or involvement in Commonwealth approved apprenticeship programs that specifically encourage the training and employment of minority, women and/or disabled persons:

List all directories of certified M/W/DSBEs (e.g., OEO Registry, Pennsylvania Unified Certification Program, Department of General Services) that you consulted in preparing your bid:

Attach your company's Equal Employment Opportunity Statement and any published nondiscrimination policies.

M/W/DSBE Participation and Workforce Commitments

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bidder, by submission of this M/W/DSBE Participation and Workforce Commitments Form, certifies that it will use, for the duration of the project, its Best and Good Faith Efforts, as that term is defined in Chapter 17-1600 of The Philadelphia Code, to employ a diverse workforce for this project and achieve the following goals:

Bidder agrees to exhaust its Best and Good Faith Efforts to employ an appropriately diverse workforce which includes minority persons and females at all tiers of employment and management. Bidder shall also cause its Subcontractors to employ an appropriately diverse workforce. For this Plan, an appropriately diverse workforce is one which reflects the local availability of workers possessing the requisite education, skills, and where appropriate, licenses, to work on this project.

List any and all collective bargaining agreements that Bidder is a signatory to:

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Street Lighting Maintenance**

1.2 **SCHEDULE NO: 421**

1.3 **CONTRACT TERM**: 07/01/2012 to 06/30/2013 ("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.

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

1.4.2 It is the intent of the Procurement Department to make an award for the period as stated above subject to the appropriation of funds in succeeding fiscal year/years by City Council. The City's fiscal year is from July 1st to June 30th inclusive.

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

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

1.5 **METHODOLOGY OF ACQUISITION**: **Maintenance Service** only.

1.6 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for **Maintenance Street Lighting** for the Streets Lighting Division, Department of Streets as specified herein during the contract period.

1.7 **BID SECURITY**

1.7.1 For the purposes of this bid, paragraph 2 of the "Terms and Conditions of Bidding and Contract" is deleted. Instead the bid must be accompanied by a Bid Bond on the enclosed form (Attachment A) in the amount of 10% of the grand total entered at the end of Section 5.2 of this Invitation and Bid.

1.7.2 A bid which is not accompanied by this required security may be rejected.

1.8 **BID INFORMATION**:

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

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

1.9 **BID SUBMISSION**:

1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.

1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.

1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.

1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.

1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

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

1.9.7 Local Bidding Preferences

In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

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

Prime or subcontractor's LBE Certification Number_____

If applicable:
Subcontractor's Name_____

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

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 three (3) business days after the scheduled Non-mandatory Pre-bid Meeting referenced in paragraph 1.11 of this Invitation and Bid**. **The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.9.9 **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_____

1.10 **BIDDER QUALIFICATION:**

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

1.10.2 Prior Experience

The Contractor shall have prior construction or maintenance experience which meets one (1) of the following requirements:

a. Maintenance of street lighting systems of a minimum 10,000 lights in a single system or a minimum of 25,000 lights in several systems.

b. Construction for utility companies of minimum $250,000 per year.

c. Combination of maintenance or construction experience equivalent to any of the above requirements which is acceptable to the Street Lighting Engineer and City Procurement Department.

1.10.3 Subcontracts

The contractor shall not assign this contract or any part thereof, and he shall not assign any right to monies to be paid him/her thereunder. The Contract as a whole shall not be sublet. No portion of the work shall be sublet without the approval of the Engineer, and no subcontractor shall be employed unless in the opinion of the Engineer he is reliable and responsible and competent to perform the work in compliance with the contract documents. All agencies so employed shall be bound by the terms and provisions of this contract, and neither the Contractor nor his/her sureties will be relieved from the terms and conditions of this contract or their duties or responsibilities under the same by reason of such employment.

1.10.3.1 Performance of Work by Contractor
The Contractor shall perform on the site and with his own organization at least 50% of the total amount of work to be performed under the contract.

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.

1.11 **NON-MANDATORY PRE-BID MEETING:**

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Monday, May 7, 2012** at **1:00 PM** in the Municipal Services Building, 1401 JFK Boulevard, Room 170A, Phila., PA 19102.

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

ATTENDANCE AT THIS PRE-BID MEETING IS NOT A REQUIREMENT FOR BIDDING. IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. VENDORS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED, MAY BE DENIED ENTRY TO THE MEETING.

SECTION 2: SPECIFICATIONS

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's Agencies/Departments with **Street Lighting Maintenance** as listed in Sections 2 and 5 of this Invitation and Bid.

2.2 **Scope of Work**

This work shall consist of providing maintenance services for the City of Philadelphia Street Lighting System. Maintenance services shall include all labor, supervision, equipment, and materials necessary to provide the services described in these specifications. Required maintenance services are as follows:

- Maintain street lighting luminaires
- Wash and re-lamp street light luminaires
- Maintain alley light luminaires
- Tree pruning at selected locations
- Customer service for all telephone complaints

- City provided information technology system for all maintenance activities

2.2.1 The City assumes responsibility for all services not required by these specifications.

2.3 City of Philadelphia Street Lighting System

2.3.1 The City will provide access to GIS Database showing the size and location of all streetlights to be maintained.

2.3.2 The following list provides the size and types of luminaires in the City street lighting system with an estimated quantity. These quantities will vary over the contract period as existing luminaires are replaced with new fixtures.

SIZE	TYPES OF LUMINAIRES	ESTIMATED QUANTITY
26W	Compact Fluorescent	100
50W	High Pressure Sodium	15
70W	High Pressure Sodium	1,085
100W	High Pressure Sodium	75,000
150W	High Pressure Sodium	7,800
200W	High Pressure Sodium	8,000
250W	High Pressure Sodium	10,000
400W	High Pressure Sodium	2,000
	TOTAL	104,000

2.4 Schedule of Maintenance Services

Service Type		Daily Work Schedule
1.	Customer Services	As needed basis
2.	Maintenance of Street Lights	8:00 PM - 4:00 AM 5 Days per week

Schedule of Maintenance Services

Service Type		**Daily Work Schedule**
3.	Re-Lamping Street Lights	Daytime Hours Monday - Friday
4.	Maintain Alley Lights	Monday – Friday 5 days per week

2.4.1 **City Holidays**

City offices observe eleven (11) holidays per year:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. July 4th
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day

2.4.2 Daytime operations are not required on observed holidays.

2.5 **Customer Service Requirements**

2.5.1 The successful bidder shall provide sufficient telephone service for customer 311 complaints. The successful bidder's personnel shall follow an approved written procedure when answering public complaints. All complaints shall be taken in a courteous manner with a minimum of delay and shall properly identify the exact location and nature of each telephone complaint.

2.5.2 Services shall be provided by office personnel Monday to Friday, 7:00 AM to 4:00 PM (next day).

2.6 Night Service Requirements

2.6.1 Every street light in the system shall be maintained at night between Dusk till Dawn of the following morning.

Complaint Received Before:	Serviced Before:
3:00 PM Sunday	4:00 AM Monday
3:00 PM Monday	4:00 AM Tuesday
3:00 PM Tuesday	4:00 AM Wednesday
3:00 PM Wednesday	4:00 AM Thursday
3:00 PM Thursday	4:00 AM Friday

2.6.2 Service Procedure

Each complaint shall be serviced as necessary:

- Field check for proper location
- Visually inspect luminaire and pole
- Visually inspect reflector, lamp and refractor
- Remove lamp and test for proper voltage
- Test starter for proper operation
- Test ballast assembly for proper voltage
- Inspect for loose wires and connectors
- Test PECO service connection for proper voltage.
- Repair or replace defective components
- Prepare maintenance record for computer update
- Prepare Trouble Report for City or PECO

2.7 Written Reports

All lights not capable of being serviced (e.g. missing or no access) shall be reported to the City for further direction. The City may request a written description of field conditions or repairs made at specific locations which shall be sent to the City Shop the following day.

2.8 Emergency Situations

Any location where electrical wires or street lighting equipment present a hazard to public safety shall be reported immediately to PECO Energy (1-800-841-4141) or municipal radio (215-686-4514) where appropriate.

2.9 Night Inspection Requirements

Every street light in the system shall be visually field inspected once per two week for proper night-time operation. This inspection shall include reporting missing street lights or any light inaccessible to a night-service vehicle. Defective lights shall be serviced in accordance with the Night Service Requirements.

2.9.1 Schedule

A plan of the Bi-weekly inspection schedule shall be submitted to the Engineer for approval and shall become a requirement of the contract until approval of a later plan. Severe weather conditions may justify a temporary suspension of services, however, all services shall be resumed with the approval of the City Engineer.

2.9.2 Routing

The plan shall consist of the detailed description of all inspection areas scheduled for each night of the work week including the assignment of vehicles and personnel to each area. The precise route followed for each night inspection shall be submitted for approval for each service area including the exact mileage for each inspection area.

The actual mileage driven during the night inspection shall be reported on a nightly basis.

The contract Manager shall verify that each area was inspected and shall provide a signed report to the City Engineer each week.

The City Engineer may require electronic documentation of the area inspected or the route travel.

2.9.3 **Trouble Report**

Each trouble report (TR) shall be field checked during the scheduled inspection of that area for proper burning operation. Any open TR shall be reported to the City if found operating. Each TR completed by the City Shop or PECO shall be returned to City if not operating properly; a new work order (WO) shall not be prepared.

2.10 **Communication System**

2.10.1 A two-way communication system shall be maintained at all times between the Operations Facility and all service vehicles. One (1) two-way, hand-held, battery operated device, complete with quick-charging unit, and capable of full communication with all other devices shall be provided for use by City personnel.

2.10.2 All communication equipment shall be provided and maintained by the Contractor and will be returned at the completion of the contract.

2.10.3 Each service vehicle shall have a fully operational communication device during the entire work shift, and shall make contact with the Operations Facility once each hour.

2.11 **Vehicle Requirements**

Sufficient trucks of the proper size and type shall be provided to service lights mounted from 10 to 45 feet. Each truck shall be clean and kept in good physical condition at all times. The Contractor's name shall be clearly printed on both sides of each truck and an identification number shall be clearly visible at night on all four sides of each truck. Each service truck shall be fully equipped to provide all contract services.

2.12 **Maintenance and Protection of Traffic**

All maintenance operations shall conform to the latest edition of the PADOT Publication 203A “Short Term Work Zone Traffic Control Guide,” or latest revision.

2.13 OPERATIONAL REQUIREMENTS

2.13.1 Field Operations

2.13.1.1 An Operations Facility shall be located within the City and shall be of sufficient size and staffing to perform all work required in this contract. This facility shall be open at all times to authorized City personnel.

2.13.1.2 A General Manager responsible for all contract administration and performance shall be available at the Operations Facility during normal daytime hours.

2.13.1.3 A Night Supervisor (Working Supervisor) responsible for all night operations shall be present at the Operations Facility each night and shall perform full-time supervisory duties including field check of night crews.

2.13.1.4 Minimum of one (1) technician-level field workers shall be employed during nighttime operations.

2.13.1.5 Minimum of four (4) repairman-level field workers shall be employed during nighttime operations.

2.13.2 Information Technology

The City will provide a computerized data system to be provided at the Operations Facility to record all work performed by the contractor, the City shop and PECO. The contractor must have high-speed internet access in order to access the application that will be running on the City servers. Records shall be made of each nightly service call identifying each street location, type, size, time of report, type of repair and related data. Selected reports shall be provided as required. The City will provide the appropriate training for the Streets Departments work order management system.

2.13.3 Geographic Information System (GIS)

The City will provide access to the Streets Departments – Street Lighting GIS mapping system database for customer service and data verification.

Data verification shall be made whenever any maintenance activity is performed at a street light or alley light. This includes night maintenance repairs and preparation of trouble reports.

The Contractor shall prepare documentation of all data collection and return to the City the results of each night's work the following day.

The City shall review and approve the GIS updating process before implementation by the Contractor; within 30 days after the start date of the contract.

2.13.4 **Technical Training Program**

Contractor shall provide a technical training program for all field workers employed during the maintenance contract period. Contractor shall submit the technical training program to the City for approval within 30 days after the start of the contract. This program should include both union or company-sponsored formal training courses and traditional on-the-job training performed under the control of an experienced field supervisor. This program shall include sufficient operational, electrical, and traffic safety training: to properly use tools and equipment; to operate bucket-type vehicles; to work safely near electrical utility lines; and to provide traffic control protection for stopped vehicles.

Contractor shall provide verification that each field worker meets the requirements of the technical training program.

The City will conduct performance testing of all employees upon completion of their training program. This testing will require each employee to perform basic streetlight repairs and to operate equipment in a controlled field situation under nighttime working conditions. City supervisory staff will conduct the test and rate the performance of the employee on an individual basis. Failure of the test will require re-training of the employee by the contractor and re-testing by the City until each employee has successfully passed the test.

2.14 Streets Department Work Order Management System

2.14.1 The Trouble Report (TR) is a document prepared by the Contractor for each defective street light that requires follow-up repairs beyond the requirements of this contract. The content and format shall be reviewed and approved by the City Engineer.

2.14.2 **Preparation**

Each TR shall have a 5-digit sequential number for reference and contain all information relating to location, type, size, date, maintenance code, and referral of the defective street light. The City may require the preparation of a TR for a light at any location where work will be performed by PECO or City forces. Each morning every TR shall be sent electronically to the City Shop by 7:00 AM.

2.14.3 **Inspection**

Each TR shall be field checked during the scheduled inspection of that area for proper burning operation. Any open TR shall be reported to the City if found operating. Each TR completed by the City Shop or PECO shall be returned to the City if not operating properly; a new TR shall not be prepared.

2.14.4 **Database Management**

Each TR repaired by the City or PECO shall be updated to the database after field inspection for proper operation.

All TR information shall be maintained by the contractor and provided to the City on a daily, weekly and monthly basis.

2.15 Operations Maintenance

2.15.1 **Material Requirements**

The successful bidder shall furnish and install all materials necessary to meet the requirements of this contract. Catalog cuts for each item and manufacturer shall be submitted for review and approval by the Engineer. Approvals may be withdrawn by the City for a high failure rate or unacceptable performance at any time. All materials shall become the property of the City at the time of installation, subject to the terms of the contract.

2.15.2 **Lamp Specification**

Lamps shall conform to Sylvania Lumalux Plus/Eco non-cycling High Pressure Sodium lamps with a 40,000-hour rated life. Substitution of this item shall require proof of superior performance with the approval of the City Engineer. The installation of used lamps is not acceptable, however the re-use of lamps from the City system maybe permitted with the approval of the City Engineer.

2.15.3 **Photocontrol Specification**

Photocontrols shall be solid state, 120/240 voltage, fail-off, ANSI Standard, C136.10 conforming to Fisher-Pierce P124-7881. Substitution of this item shall require proof of superior performance with approval of the City Engineer.

2.15.4 **Refractor Specification**

Refractor shall be manufactured of lighting grade acrylic plastic unless glass is required by the luminaire manufacture.

2.15.5 **Material Warranty Replacement**

The contractor shall identify, store, and return all defective materials to the manufacturer that have failed within the prescribed warranty period. Damaged materials are not eligible for warranty replacement. The contractor shall be responsible for the proper packing of all returned materials including all costs of shipping and handling. The manufacturer has been instructed to return all warranty replacement materials directly to the City. No replacement material will be returned to the contractor.

2.16 **Luminaire Specification**

All GE luminaries shall have OEM components installed as replacement materials. All other luminaires shall have all replacement components approved by the City Engineer before installation.

2.17 **Date of Installation**

The installation date of all lamps and photocells shall be marked on each item and the method shall be approved by the City Engineer.

2.18 **Testing of New Products**

The City may require the installation of new products into the lighting system for testing purposes. Failure of any of these products shall be reported immediately to the City for replacement by the manufacturer.

2.19 **Lamp Recycling**

All used lamps shall be recycled by an approved Recycling firm and shall meet all local, state and federal EPA regulations with all documentation provided to the City. The quantity and scheduling of the lamp recycling shall be submitted for review and approval by the City Engineer.

2.20 Maintenance Services

2.20.1 M-1 Standard Street Light Luminaires

2.20.1.1 Description

This work shall consist of maintaining all cobra-type and GE post-top style luminaires including the replacement of the following defective or missing components: lamp, photocell, PC receptacle, reflector, refractor, refractor frame, starter, fuses, and repair of internal wiring connections. The reflector and refractor shall be dry wiped to remove all dirt particles, insects, etc. each time the refractor is opened for service. All work shall conform to the General Requirements and Specifications.

2.20.1.2 Penalty

Failure to meet the requirements of this item shall be subject to the liquidated damages stated in para. 4.2.8 of this Invitation and Bid.

2.20.2 M-2 Ornamental Street Light Luminaires

2.20.2.1 Description

This work shall consist of maintaining all ornamental luminaires including the replacement of the following defective or missing components: lamp, photocell, PC receptacle, reflector, starter, fuses, and repair of internal wiring connections

The reflector and refractor shall be dry wiped to remove all dirt particles, insects, etc each time the refractor is opened for service. The Contractor shall install all additional parts provided by the City. All work shall conform to the General Requirements and Specifications.

M-2 Ornamental Street Light Luminaires (cont;d)

Ornamental luminaries consist of Avenue of the Arts, CCD pedestrian, CCD roadway, Chestnut Hill, Parkway-type, Society Hill, Strawberry Mansion Bridge and Millennium Bridges style streetlights. In addition to the night servicing, each luminaire shall be inspected for proper daytime operation one time per month. Repairs shall be performed during the daytime inspection in accordance with the night service requirements (paragraph 2.6).

2.20.2.2 **Penalty**

Failure to meet the requirements of this item shall be subject to the liquidated damages stated in paragraph 4.2.8 of this Invitation and Bid.

2.20.3 **M-3 Group Relamp Street Light Luminaire**

2.20.3.1 **Description**

This work shall consist of group relamping any type luminaire and shall include dry wiping of the reflector and refractor.

2.20.3.2 **Requirements**

Group relamping shall consist of replacing existing lamps from street lights located within a defined area. New lamps shall be installed during relamping.

2.20.3.3 **Broken or Missing Material**

All lamps, refractors (cobra-type only),and defective photocontrols found broken or missing at the time of relamping shall be replaced immediately. All other parts shall be replaced within five working days. Each truck shall carry an adequate supply of materials to complete the work assignment (e.g. cobra-type refractors, lamps, photocontrols). No additional payment will be made for this material.

2.20.4 **M-4 Alley Lighting**

2.20.4.1 **Description**

This work shall consist of maintaining the alley/driveway lighting system including the repair of lamps, fusing, photocells, reflector, refractor and the luminaire tap in the alley way. The City will maintain the service wire and connection to the PECO tap.

2.20.4.2 **Requirements**

All service requests shall be completed within ten (10) working days, and the record of the work performed shall be provided to the city on a daily basis. All materials shall be identical to those used on the street lighting system.

2.20.4.3 **Access to Alley**

The Contractor shall be responsible for attempting access to each defective alley light at all entrance points. Inaccessible locations (e.g. trash and debris) shall be referred to the City for direction. The Contractor shall make a minimum of three (3) attempts to gain access to service an alley with a locked gate, unless otherwise approved by the City Engineer. No payment will be made for unsuccessful attempts to repair the alley light.

2.20.5 **M-5 Tree Pruning**

2.20.5.1 **Description**

This work shall consist of pruning the foliage of one or more trees that restrict the visible light of a street light luminaire.

2.20.5.2 **Requirements**

The upper branches of the trees shall be pruned a distance of 6 feet from the top of the luminaire. Branches of trees shall be pruned which overhang the street that fall below a 150˚ cone (75˚ each side of the vertical line) from the luminaire.

The lower limbs of the trees shall also be trimmed on all sides, if required, to balance the appearance of the tree. No work shall be performed if the tree would be permanently damaged or deformed.

2.20.5.3 **Schedule**

Tree pruning shall be scheduled on a periodic basis during the contract period. The City will provide locations for tree pruning which shall be completed within 30 days. The Contractor shall be paid after the inspection of each location and approved by the City.

2.20.5.4 **Fairmount Park Commission**

The Contractor shall meet the approval of the Fairmount Park Commission. All work shall be performed in accordance with Park Standards and subject to inspection by Park personnel.

2.20.6 **M-6 Fairmount Park Street Lighting**

2.20.6.1 **Description**

Maintenance services for Fairmount Park Commission shall consist of maintaining lights located at Kelly Drive Path lights (130 lights), Water Works Drive path and parking lights (70 lights), Eakins Oval path lights (18 lights), Statue lighting on Kelly Drive (106 lights), Waterworks to Schuylkill Park Connection (18 lights), Schuylkill Park (195 lights), Art Museum Loop (117 lights) and Fitzsimmons Statue (10 lights). This work shall consist of weekly nighttime patrol of all areas with the exception of the Schuylkill Park Connection, which shall be patrolled once a month. In addition to the monthly maintenance, services shall include repair or replacement of defective lamps, photocells, high voltage starters, fuses, sockets, photocell receptacles, and internal fixture wiring. Service does not include replacement of ballast. All defective ballasts must be reported to FPC for replacement.

A monthly report with details described in paragraph 2.14.3 shall be prepared for the FPC.

2.20.6.2 **Penalty**
Failure to meet the requirements of the above shall be subject to the liquidated damages stated in paragraph 4.2.8 of this Invitation and Bid.

2.21 **WARRANTY**

All equipment and services to be delivered under this contract must carry a minimum 90 day warranty that will commence upon acceptance of the equipment by the City. During this period, the successful bidder shall provide maintenance and make all necessary repairs, adjustments and provide parts replacement to the City at no charge.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

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

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

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

3.2 **AWARD:**

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

3.2.2 **Basis of Award:**

Paragraph 5.1
Unit price of items 5.1.1 thru 5.1.5 multiplied by estimated monthly quantity multiplied by twelve (12) months.

Paragraph 5.2
Unit price of items 5.2.1 – 5.2.8 multiplied by estimated yearly quantity.

3.2.3 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, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over $30,000.00 and awarded as a whole or by section.

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

3.2.5 **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" **except that the General Liability Limit of Liability is $2,000,000 per occurrence**. No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

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

Order Against Contracts
Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the product and/or service is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.

(a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.

(b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.

(c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.

(d) The invoice must show the quantity and type of item or service and the price.

(e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

4.1.2.1 Paying the successful vendor is the responsibility of the Streets Department, not the Procurement Department. The successful vendor should bring any problems concerning payments to the attention of the Streets Department. The name and number of the contact person can generally be found on the purchase order.

4.1.2.2 Monthly payments will be based on the quantity of work completed for each item during the previous month.

4.1.3 The Streets Department is responsible for monitoring the services and/or products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

4.1.4 **QUANTITIES OF WORK**

4.1.4.1 The quantities for maintenance of street lights will be based on the total number of lights listed on the monthly PECO power bill. The City will provide exact quantities from the PECO bill to the Contract.

4.1.4.2 The quantities of all other contract items will be paid based on all work completed during the month.

4.1.5 **ADD-ONS:**
The City reserves the right to add, delete and/or acquire products/services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

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

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor may deliver only 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 delivery requests until after receipt of purchase order or other authorizing document from Procurement.

4.2.2 Contractor may deliver only 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, total amount, or terms and conditions change from the original purchase order).

4.2.3 Contractors may deliver services and related parts up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

4.2.4 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:

(i) bring this to the immediate attention of the Procurement Dept., and
(ii) notify the ordering agency in writing and refuse to deliver.

4.2.5 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.

4.2.6 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.

4.2.7 **VIOLATION OF CONTRACT**

Any occurrences, incidents, deficiencies, violations or omissions of the work delineated in this Invitation and Bid shall be defined by the City as a violation of the contract by the Contractor and constitute default. These deficiencies shall not be limited to those listed in the below paragraphs:

(a) Abandonment of the work assigned or if the time schedule as defined between the City of Philadelphia Streets Department and the Contractor prior to the initiation of work is exceeded or negligence or failure to prosecute the work with promptness and diligence.

(b) Refusal and negligence to furnish and supply sufficient/properly skilled workmen, equipment and materials.

(c) Improperly, carelessly execution of any of the work or to conduct their services in bad faith shall constitute default in the performance of the contract. The Streets Department may notify the contractor in writing to remedy these deficiencies and require the contractor to comply with the terms, conditions and provisions of the contract.

The Streets Department may notify the Contractor in writing to remedy these deficiencies and require the Contractor to comply with the terms, conditions and provisions of the contract.

The above general defined deficiencies or incidents are defined as <u>any</u> deficiency in work performance or failure to comply with the specifications of the contract on a per occurrence basis.

4.2.8 **Summary of Monetary Damages**

Failure to meet the requirement specifications each month will result in fines deducted from the monthly payment based on the list below. The City Engineer will submit a list of fines each month to the contractor. Explanations will be considered by the Engineer before the fines are deducted.

Fines and Offenses:

$5000 per night	Failure to provide any Nighttime Service.
$500 per light	Failure to identify defective streetlight.
$500 per light	Failure to repair defective streetlight.
$500 per light	Failure to respond to customer complaint
$250 per light	Trouble Report incorrectly referred to City Shop.
$250 per light	Trouble Report with incomplete information.
$250 per light	Trouble Report with duplicate location.

4.2.9 **REPORTS**

4.2.9.1 **RECYCLED USAGE REPORTS**

If the successful bidder is supplying products/ services in this contract that have recycled content, indicate which item(s) contain this content in Section 5: Pricing, (under the applicable item) and the percentage of recovered material and post consumer material as it applies.

The successful bidder will be required, on a quarterly basis, to furnish a usage report of the recycled products purchased by City Departments. Two reports will be required:

a. **Departmental Report**

A report by purchase order, current and cumulative, showing item(s) delivered, description, date, quantity, price, extended amount and to the extent possible, the percent of recovered material in delivered items.

b. **Item Report**
A report, current and cumulative, by item, showing description, date, quantity, price, extended amount, and to the extent possible, the percent of recovered material and percent of Post-Consumer material in delivered items.

All reports are to be submitted to the Recycling Office, Room 780, Municipal Services Building, Philadelphia, PA 19102, Attn: Recycled Content Administrator.

In support of the City of Philadelphia's Recycling Program, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content.

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 ☐

4.2.10 **Approval of Work:**
All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a professional first-class manner to the absolute satisfaction of the City. The cost of any faulty or inadequate service or parts will not be paid for by the department and must be assumed by the Contractor

4.2.11 **Invoices/Receipts:**

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

4.2.11.2 The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.

4.2.11.3 The invoice must show the quantity and type of item or service and the price.

4.2.11.4 The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

4.2.11.5 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".

4.2.12 **PRICE INCREASE OR DECREASE:**

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

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

Failure to notify the City within this sixty (60) day time frame shall result in the following:

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

or

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

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

4.2.13 Failure to notify the City within the time frame specified in 4.2.12 will result in a commensurate delay in implementing the price change.

4.2.14 At the conclusion of this Contract, Contractor agrees to coordinate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.

4.3 ***Prevailing Wage Provisions***. The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled Contractors: Labor-Management Relationships." It is also subject to all regulations and procedures adopted thereunder.

a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.

b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.

c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.

d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.

e. All contractors and subcontractors performing city-work shall automatically file with the , Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.

f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.

h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215)686-4720/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE

Applicable Wage Rates for the City of Philadelphia
Street Light Maintenance
Job Classification and Wage Rates

	Basic Hourly Rates	Fringe Benefits
Street Light Tech. (Night-Exp)	$31.73	16%+ 7.56
2nd 500 Hours	27.10	16%+ 7.56
1st 500 Hours	23.93	16%+ 7.56
Street Light Tech. (Day-Exp)	28.83	16%+ 7.56
2nd 500 Hours	24.52	16%+ 7.56
1st 500 Hours	21.64	16%+ 7.56
Ground Person		
Day	18.03	16%+ 7.56
Night	19.83	16%+ 7.56
Foreman	22.22	16%+ 7.56
Night Foreman	24.44	16%+ 7.56
Night Repairman (Exp)	20.74	16%+ 7.56
2nd 500 Hours	17.71	16%+ 7.56
1st 500 Hours	14.63	16%+ 7.56
Day Repairman (Traffic)		
Signal Maintenance Person (Exp)	18.04	16%+ 7.56
2nd 500 Hours	15.38	16%+ 7.56
1st 500 Hours	12.76	16%+ 7.56
Day Repairman. (Alley)	21.64	16%+ 7.56
Day Repairman. (Street/Exp)	17.38	16%+ 7.56
2nd 500 Hours	14.84	16%+ 7.56
1st 500 Hours	12.30	16%+ 7.56
Back up Driver (Day)	12.09	16%+ 7.56
Back up Driver (Night)	13.09	16%+ 7.56
Dispatcher		
Day (Exp)	13.03	16%+ 7.56
2nd 500 Hours	11.19	16%+ 7.56
1st 500 Hours	9.41	16%+ 7.56
Night (Exp)	14.36	16%+ 7.56
2nd 500 Hours	12.31	16%+ 7.56
1st 500 Hours	10.34	16%+ 7.56

Notes of Interest:

Contractors are advised to contact the Procurement Information Unit with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.

Telephone Number: (215) 686-4720

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

SECTION 5: PRICING

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

NOTE:
Unit Price(s) quoted below (Section 5: Pricing), will prevail in case of any discrepancy(ies) between Unit Price and "Amount" and will be the determining factor in establishing applicable contract amount(s)/award.

		Unit of Measure	Est. Qty. Monthly	Unit Price	Extended Price
5.1	**Streets Department Street Lighting**	**26034 010**			
5.1.1	**26034 010 000** M-1 Standard Street Lighting Luminaire (for reference see paragraph 2.21.1)	EA	100,000	$_____	$_____
5.1.2	**26034 010 001** M-2 Ornamental Street Lighting Luminaire (for reference see 2.21.2)	EA	4,000	$_____	$_____
5.1.3	**26034 010 002** M-3 Group Relamp Street Lighting Luminaire (for reference see paragraph 2.21.3)	EA	250	$_____	$_____

		Unit of Measure	Est. Qty. Monthly	Unit Price	Extended Price
5.1.4	**26034 010 004** M-4 Alley Lighting (for reference see paragraph 2.21.4)	EA	150	$_____	$_____
5.1.5	**26034 010 005** M-5 Tree Pruning (Street Light Location) (for reference see paragraph 2.21.3)	EA	100	$_____	$_____
		Monthly Totals		$_____	$_____
		YEARLY TOTALS (Monthly totals from 5.1.1 – 5.1.5 MULTIPLIED BY 12 MONTHS)		$_____	$_____

5.2 **Fairmount Park Commission Lighting**

5.2.1	**26034 010 008** Kelly Drive Lighting	MO	12	$_____	$_____
5.2.2	**26034 010 009** **Water Works Lighting**	MO	12	$_____	$_____
5.2.3	**26034 010 010** Akins Oval Lighting	MO	12	$_____	$_____
5.2.4	**26034 010 011** Statue Lighting	MO	12	$_____	$_____
5.2.5	**26034 010 012** Waterworks to Schuylkill Park	MO	12	$_____	$_____
5.2.6	**26034 010 013** Schuylkill Park Lighting	MO	12	$_____	$_____

		Unit of Measure	Est. Qty. Monthly	Unit Price	Extended Price
5.2.7	**26034 010 014** Art Museum Loop Lighting	MO	12	$_____	$_____
5.2.8	**26034 010 015** Fitzsimmons Statue Lighting	MO	12	$_____	$_____

Section 5.2 Totals $_____

GRAND TOTALS (SECTIONS 5.1 & 5.2) **$**_____

ATTACHMENT ‘A’

CITY OF PHILADELPHIA BID BOND

CITY OF PHILADELPHIA

BID BOND

FOR CITY OF PHILADELPHIA BID NUMBER:_____

(Please Fill In)

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

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

Sealed with our seals and dated the _____ day of _____two-thousand and twelve (2012).

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

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

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

CORPORATE SEAL: **PRINCIPAL OBLIGOR:**

_____ **(SEAL)**

President/Vice-President

_____ **(SEAL)**

Secretary/Treasurer

SURETY SEAL: **SURETY:**

_____ **(SEAL)**

Attorney-In-Fact

INSTRUCTIONS:

(1) ALL VENDORS MUST UTILIZE THIS BID BOND FORM WHEN SUBMITTING A BID TO THE CITY.

(2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, BID BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE BID BOND THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE BID BOND.

(3) BID BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

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.

C I T Y O F P H I L A D E L P H I A

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date states as the Bid opening.
- Note the City Anti-Discrimination Policy or Economic Opportunity Plan (EOP). If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet all qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. Faxed bids will not be accepted.
- Do not submit counter terms or conditions. **Your bid will be rejected**.
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts. All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

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

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

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

Date of Request:_____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____
Company Representative: _____
Address: _____
_____

Telephone No.: _____ Fax No.: _____

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

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

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

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

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08

C I T Y O F P H I L A D E L P H I A

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.# _____

C I T Y O F P H I L A D E L P H I A

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)

C I T Y O F P H I L A D E L P H I A

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

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

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

AMOUNT OF BID OR ESTIMATED. CONTRACT	AMOUNT OF CERTIFIED CHECK
$ 30,000.00 or less	No Check Required
$ 30,000.01 - $ 99,999.99	$ 500.00
$100,000.00 - $249.999.99	$2,000.00
$250,000.00 - $499,999.99	$4,000.00
$500,000.00 or more	$6,000.00

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

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

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

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

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

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

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

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

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

the LBE application.

EVALUATION AND AWARD

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

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

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

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;

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

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or

damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

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

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

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

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

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is 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 of or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor shall be liable for all costs, losses and other damages resulting from the termination)."

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

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

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable federal, state or local law or regulation. **Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 31 herein.**

25. NONDISCRIMINATION.

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

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

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

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

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

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

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

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to

all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

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

The Managing Director's Office (MDO) 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.

31. EQUAL BENEFITS. If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of $250,000, Contractor shall, for employees providing services under the Service Contract who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

Contractor's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the Contractor against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach the Service Contract.

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)**