

## BID OPENING DATE AND TIME

**On: July 31, 2013**

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

<b>BID NO.</b>  <b>S4Z59710</b>	<b>PAGE</b> <b>1</b> <b>OF</b> <b>41</b>	<b>INVITATION AND BID</b>  <b>ADVERTISED</b>	<b>BIDDER MUST</b> <b>COMPLETE BELOW</b>  <small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.</small>
<small>This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.</small>		  <b>CITY OF PHILADELPHIA</b> <b>PROCUREMENT DEPARTMENT</b> MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	<b>NAME AND ADDRESS OF FIRM</b>
<b>DEPARTMENT</b> <b>VARIOUS</b>	<b>DIVISION</b> <b>VARIOUS</b>		
<b>AWARDED</b>			
<b>DATE</b>	<b>FOR THE PROCUREMENT COMMISSIONER</b>		<b>Federal EIN/Social Security Number</b>
			<b>BUYER: L. Kugel K. Owens</b>

**TITLE OF BID: Court Reporting Services**

### GENERAL INFORMATION

This Invitation to Bid and Contract is issued under the Antidiscrimination Policy described in the Mayor's Executive Order 03-12.

While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. See the Office of Economic Opportunity (OEO) Instructions and Form which is part of this Invitation to Bid and Contract.

### BID QUESTIONS

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

### BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

### BID SIGNATURE

**BIDDERS MUST SIGN  
PAGE 9 OF THE  
"TERMS AND CONDITIONS".**

#### For City Use Only

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

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

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy (“Policy”) relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City’s Office of Economic Opportunity (“OEO”).

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

For this Bid, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, “M/W/DSBEs”), but bidder is encouraged to exercise Best and Good Faith Efforts to include M/W/DSBEs in this bid and in bidder’s supply chain. “Best and Good Faith Efforts” are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful and commercially useful participation by M/W/DSBEs. An OEO Certification Registry of M/W/DSBEs is maintained by the OEO and is available online at [www.phila.gov/OEO/directory](http://www.phila.gov/OEO/directory). Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency, including the Pennsylvania Unified Certification Program, may apply to the OEO for listing in its OEO Certification Registry.

Bidder is also encouraged to identify below, any M/W/DSBEs that will be used by bidder if successful:

Company Name	Address	Certification Status (MBE, WBE or DSBE)	Type of Work/Supply Effort
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<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S4Z59710</b>	PAGE OF <b>2 41</b>
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**SECTION 1: GENERAL BID SUBMISSION**

1.1 **TITLE: Court Reporting Services**

1.2 **SCHEDULE NO: 318**

1.3 **CONTRACT TERM: 11/01/2013 to 10/31/2014** (“Initial Term”), with an option to renew for up to **Two (2)** additional **One (1)** year periods and **one Seven (7) month** renewal period, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

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

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**1.4 CONTRACT TYPE: REQUIREMENTS**

1.4.1 The following items are required in the operation of various mentioned City boards, commissions, agencies, and departments, as ordered directly by such boards, commissions, agencies, and departments. 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 as they may occur during the period of this contract. A minimum is not guaranteed. A Direct Payment issued as a result of this Invitation and Bid will be for material or services to be delivered generally on an as-needed and as-requested basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering board, commission, agency, or department.

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 "Direct Payments" for the following fiscal years. The City is not liable for the portion of the award involving funds for following fiscal years until such "Direct Payments" are issued.

The Contractor's obligation to deliver on such "Direct Payments" shall not take effect until the "Direct Payments" are issued. To simplify the contract procedure, however, the successful Contractor will be required to furnish a performance bond to cover units awarded to it.

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

**1.6 STATEMENT OF DIRECTION:**

1.6.1 The City of Philadelphia intends to acquire Court Reporting Services separated in the following five categories: I. Depositions; II. Hearings; III. Arbitrations and Negotiations; IV. Meetings; and V. Video Depositions.

1.6.2 The services requested will be for all City departments, including the Law Department ("Law") and other Departments and agencies at various locations.

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## 1.7 BID SECURITY

- 1.7.1 Bid security shall be based upon the total estimated expenditures upon which a bidder submits a bid for each type of Court Reporting Service listed under the Primary Contractor per paragraph 1.7.4, **example**: if a bidder submits a bid on all Sections (5.1 through 5.5) then bid security shall be based upon the estimated expenditures of \$240,000.00. If a bidder submits a bid upon Sections 5.2 and 5.4 only then the bid security shall be based upon \$110,000.00.

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

Bidders already enrolled in the City's Master Bid Security Program for July 1, 2013 to June 30, 2014 are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

- 1.7.2 **Bids Opening July 1, 2013 through June 30, 2014**  
Bidders may qualify for the Master Bid Security Program described above for **July 1, 2013 - June 30, 2014** by submitting a check in the amount of **\$140.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*.

Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

- 1.7.3 If the bidder is not enrolled and does not intend to enroll in the Master Bid Security Program; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable.

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Bidders instead MUST submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.7.4 **ESTIMATED EXPENDITURES**

	<u>PRIMARY CONTRACTOR</u>	<u>SECONDARY CONTRACTOR</u>
Section 5.1 Depositions	\$100,000.00	\$5,000.00
Section 5.2 Hearings	\$ 95,000.00	\$5,000.00
Section 5.3 Arbitration & Negotiations	\$ 25,000.00	\$5,000.00
Section 5.4 Meetings	\$ 15,000.00	\$3,000.00
Section 5.5 Video Deposition	\$ 5,000.00	\$ 0.00

Please Note: The estimated expenditures listed above are based only on previous usage for the Court Reporting Services listed and may increase or decrease in accordance with the request for services during the contract period.

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, 1<sup>st</sup> Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 All information required from the bidder under this Invitation and Bid, including, but not limited to, the information specified in Section 1.10 relating to Qualification and Responsibility, should be submitted in writing with the bid, at the time and on the dated stated for bid opening.

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The City reserves the right, in its sole discretion, to reject as non-responsive and/or incomplete any bid which does not include all such information.

1.9.4 Bids must be complete and should include all information that is required, as described in the various portions of this Invitation and Bid.

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

1.9.6 Bids must be complete as to required bid signatures and corporate seal and must fully accept the terms and conditions contained in the bid. A bid submitted with counter terms and conditions will be disqualified.

1.9.7 **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."

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1.9.9 In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified as a Local Business Entity (“LBE”) at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder’s LBE Certification Number\_\_\_\_\_

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

“Throughout the entirety of the contract, my company or my subcontractor(s)<sup>1</sup> will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry.”

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to [www.phila.gov/bids](http://www.phila.gov/bids). Please provide sufficient time prior to bidding for processing of the LBE application. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

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<sup>1</sup> If the Bidder relies upon subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)’ LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.

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1.9.10 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department’s Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by 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 date 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 department, agency or employee.**

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

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1.9.11 **CONTACT PERSON(S):**

**PRE-AWARD:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

**State Company Web Site Address:** \_\_\_\_\_

**POST-AWARD:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

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**1.10 BIDDER QUALIFICATION AND RESPONSIBILITY:**

1.10.1 In order to be eligible for an award of a contract under this Invitation and Bid, the bidder must initially satisfy the following requirements:

- (1) The bidder must demonstrate its ability to comply with all Requirements of this Invitation and Bid, and to furnish qualified, registered, and certified court reporters who satisfy the requirements of Sections 2.2.9 below and the other terms and conditions hereof.
- (2) The bidder must demonstrate a minimum of five years experience in operating the business of retaining (as employees or independent contractors), assigning, and managing certified, registered, and qualified court reporters, as set forth in Section 2.2.9, to furnish court reporting services to attorneys and others for hire. The business operated by the bidder must be sufficiently similar in scope and nature to the court reporting services required under this Invitation and Bid. The bidder may be a corporation, partnership, individual proprietor, or other form of business association, but must be qualified and licensed to do business in the Commonwealth of Pennsylvania and the City of Philadelphia.
- (3) The bidder must demonstrate that, throughout such a five year period, (i) it has offered court reporting services to others, including law firms and attorneys, for hire; and (ii) it has maintained a place of business, in its own name, for such purpose, including a mailing address, a telephone number(s), and such files, billing records, and other records as are required for the operation of (court reporting business similar in scope and nature to the services required under this Invitation and Bid.
- (4) The bidder must demonstrate that it has available for service, in accordance with the notice requirement set forth in Section 2.2.2, a minimum of five (5) court reporters that are qualified, registered, and certified court reporters who satisfy the requirements of Section 2.2.9 below and the other terms and conditions hereof.

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The bidder must supply with its bid a detailed statement that describes and documents the bidder's experience and competence in operating a court reporting business; this statement must address and demonstrate compliance with each of the requirements set forth in subsections (1) and (2) above.

NOTE: The mere satisfaction of the requirements set forth in subsections (1) and (2) above (i.e., a business in operation for five years) shall not automatically qualify bidder for an award under this Invitation and Bid. The City shall still have the right to review bidder's submission and to investigate the operation of bidders business to determine whether the bidder is able to satisfactorily and competently supply the services called for by this Invitation and Bid.

In order to be eligible for an award of a contract under this Invitation and Bid, all bidders are to include with their bids the following information on form (1.10.1) attached with this Invitation and Bid:

- (1) The name of bidder's officer manager or person in charge of the day-to-day affairs of bidder's business operations;
- (2) The name of the person in the event of an award who shall have the primary responsibility for overseeing and managing the specific services that are to be provided by bidder under this Invitation and Bid.
- (3) The name of the person in the event of an award who shall the primary responsibility for ensuring that the bidder is in compliance with the terms and conditions of this Invitation and Bid.

1.10.2 In order to be eligible for an award of a contract under this Invitation and Bid, all bidders are to include with their bids the following information on form (1.10.2) attached with this Invitation and Bid:

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- (1) The names of all, at a minimum five (5), court reporters whom the bidder intends to utilize during the term of this contract to furnish the court reporting services required under this Invitation and Bid and, for each reporter, the following information: (i) the number of assignments the reporter has received from the bidder, during the twelve (12) month period preceding bid submission, to furnish court reporting services to others, and/or the number of days, during such period, on which the reporter was retained by the bidder to furnish court reporting services to others; (ii) a complete description of the reporter's qualifications, including such qualifications as are called for in Section 2.2.9 (with dates of Registered Professional Reporter and/or certified shorthand reporter certification and dates of training); (iii) a work sample that consists of ten(10) consecutive pages of a transcript prepared by the reporter, in the form the pages were delivered to the bidder's client (confidential information may be redacted); and (iv) references from at least two (2) attorneys or court reporting businesses familiar with the court reporter's qualifications and expertise.
- (2) Reference for the bidder from at least three (3) individuals or entities located in the City of Philadelphia area for which the bidder furnished court reporting services, in the bidder's name, within the one year period preceding bid submission.
- (3) A list which identifies at least ten (10) attorneys for whom the bidder has furnished court reporting services, in the bidder's name, within the three year period preceding bid submission.
- (4) A detailed statement describing and documenting the bidder's experience in operating a court reporting business; the statement must address and demonstrate compliance with each of the requirements set forth in Sections 1.10.2 (1)-(2).

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1.10.3 Based upon the information supplied by the bidder, and such investigation into the bidder's qualifications and responsibility as the City deems appropriate, the City shall determine in its sole discretion whether the bidder complies with the requirements of this Section 1.10, and whether the information and documentation described in Sections 1.10.1 and 1.10.2 as submitted by the bidder are sufficient in order to be considered for award. Bidders are always encouraged to submit further documentation and information to demonstrate such compliance with Section 1.10 of the Invitation and Bid. The City reserves the right prior to award to inspect the bidder's place of business, to interview references and court reporters identified in the bid, as well as representatives of the bidder, and to conduct such other investigations or seek additional information as it deems necessary, in order to determine the bidder's qualifications and responsibility.

1.10.4 **CITY CHARTER SECTION 10-102  
CITY OFFICERS AND EMPLOYEES NOT TO ENGAGE IN CERTAIN  
ACTIVITIES.**

As provided by statute, the Mayor, the Managing Director, the Director of Finance, the Personnel Director, any department head, any city employee, and any other governmental officer or employee whose salary is paid out of the City Treasury shall not benefit from and shall not be interested directly or indirectly in any contract for the purchase of property of any kind nor shall they be interested directly or indirectly in any contract for the erection of any structure or the supplying of any services to be paid for out of the City Treasury; nor shall they solicit any contract in which they may have any such direct or indirect interest.

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

NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Wednesday, July 17, 2013 at 1:00 PM**, In Room 170, Bid Room, Municipal Services Building, 1401 JFK Boulevard, Philadelphia, 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.

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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 TRANSCRIPTS**

**2.1.1 Formatting of Transcripts**

Transcripts of depositions, hearings, arbitrations & negotiations, and meetings shall be provided in the following format:

**BINDING**

The bidder's standard binding cover is acceptable. Method of binding is optional (except that wire staples may not be used).

**COVER PAGE FORMAT:**

The cover page of the transcript shall have a uniform format and shall conform to the format of the sample cover pages which are attached hereto as Exhibit "A", and shall contain all of the information set forth therein in the format noted.

**COPY DENSITY:**

Page Size must be 8-1/2" x 11".

The first line shall be not more than 1-1/4" from top of page and the last line shall be not more than 1/2" from bottom of page.

The length of writing line (except for titles, paragraphing, last line of a paragraph, or a full paragraph of less than one line of type) shall be not less than 6". Paragraph indents 1" from beginning of line. In question and answer series, the name and the first line of copy shall be on the same line.

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The spacing shall not be less than 2.7 lines per inch. The number of characters shall be not less than 9 per inch of writing line. The number of lines per transcript page shall be 25. Typography shall be standard pica.

Spelling shall be completely accurate for each transcript. The Contractor and its reporters shall be responsible for doing a “spell-check” of the transcript and for ensuring, in all cases, the accurate spelling of client names, proper names, special names, and all other unique or specials words.

No exceptions are permitted.

### **INDEXES OF TRANSCRIPTS**

All transcripts shall contain an index page (appearing immediately after the cover page) which shall contain the following information: (i) specific page references to the questioning of all attorneys participating in the deposition, hearing or arbitration and to the answers by the witnesses (where there is more than one witness at the hearing); and (ii) specific page references to all exhibits used at the deposition or hearing (including where the exhibit was marked for identification and where the exhibit was first shown to the witness).

In addition, all copies of transcripts, in manuscript format, for depositions (both regular and video), hearing and arbitrations shall contain at the back of the transcript an index (with page references) for all key words and phrases.

Exhibits: Black & White and Color exhibits may be ordered with transcript services by the City for Depositions, Hearings, Arbitration & Negotiations, Meetings, and Video Depositions. Black & White Exhibits / **\$.25** per Page (**#25800-006-910**) and Color Exhibits / **.75** per Page (**#25800-006-911**).

## **2.2 COVERAGE REQUIREMENTS; NOTIFICATION TO PROVIDE SERVICE**

- 2.2.1 It is the intention of the City to award this bid to a Primary Contractor and a Secondary Contractor. The City will order services directly from the Primary Contractor. If the Primary Contractor is unable to provide the required service, the City will then call the secondary Contractor.

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The purpose of the Secondary Contractor is to provide additional assistance to the City in case of increases in workload demand or the failure of primary Contractor to perform in accordance with the terms of the Contract resulting from this Invitation and Bid, and to provide service on an emergency basis.

- 2.2.2 The City shall be required to give the Contractor notice by 12:00 noon on the business day immediately preceding the date on which there is a need for court reporting services. The Contractor must respond to the City’s request for service within Two hours of notification from the City and will confirm that the Contractor has assigned staff ready to provide next business day Court Reporting Services to the City.
- 2.2.3 If the City is required to call the Secondary Contractor for any services where the Primary Contractor was given prior notice (as specified in Section 2.2.2) of the need for such court reporting service (hereinafter referred to as a “Timely Requested Service Event”), the Primary Contractor shall be required to pay the City the increased costs incurred by the City in having to utilize the service of the Secondary Contractor. (The City may, at its option, deduct such increased cost from any billing payable to the Primary Contractor under any contract with the City.)
- 2.2.4 Contractor shall be required to provide court reporting services during normal business hours (Monday-Friday, 8:30 AM-5:00 PM). However, the Contractor may also be required, at the City’s discretion and direction, to provide court reporting services during evening hours and/or on weekends or holidays, Contractor should expect and must have the requisite ability to provide court reporting services, as required by City, outside normal business hours and on days other than normal business days of the City. Contractor must provide services at the location where the City requests such services.
- 2.2.5 Contractor shall comply with the following standards:
- Attendance: Contractor shall never fail to furnish a court reporter for which a service notification was issued by the City.
  - Punctuality: A reporter shall be present at least 20 minutes before the scheduled stating time of service.

The failure of the Contractor to meet these standards shall constitute an event of default pursuant to Section 4.2.1.

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- 2.2.6 The City shall have the right to require the Contractor to immediately discontinue using any court reporter who is providing services under the Contract. Upon the City's written notice, the Contractor shall immediately discontinue using any such identified court reporter.
- 2.2.7 During the term of the Contract, it shall be the continuing obligation of the Contractor to provide the Procurement Department, on a monthly basis (on the first day of the month), with an updated list of all court reporters who are then employed or retained by the Contractor for the purpose of providing court reporting services to the City and who are qualified in accordance with Section 2.2.9 below. This list must include all information specified in Section 1.10.2 (1) for any new court reporters. This list must also include all documentation of the qualifications and certification renewals for each court reporter (as specified in Section 2.2.9 below). This list of court reporters shall also be supplied to the Law Department, c/o Suki Kazahaya, Administrative Services Director, 1515 Arch Street, 15<sup>th</sup> Floor, One Parkway Building, Philadelphia, PA 19102-1595, Phone (215) #683-5235, FAX #683-5297.
- 2.2.8 The Contractor shall be responsible for ensuring continuity of coverage, by a reporter for services that continue from day-to-day (including continuations to non-business days), from a day session into an evening session, or from an evening session to the next day, whether or not the Contractor received notification of such continuation when the order for reporting services was initially placed.
- Contractor is advised that the decision to continue service into an evening session or to the following day may be made at any time during the service and that the only notification of such continuation may be verbal or written notification to the reporter covering the service. Such a notification to the reporter delivered during the service shall constitute service notification, for court reporting services for the continued session whether or not any other notification or order is delivered to the Contractor at its place of business during business hours, or otherwise.
- 2.2.9 Each reporter furnished by Contractor shall possess all required licenses, permits, and/or certificates as required by the Commonwealth of Pennsylvania and shall be certified by The National Court Reporters' Association as a Registered Professional Reporter and Notary.

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Alternatively, each reporter furnished by the Contractor shall possess all required licenses, permits, and/or certifications as required by the State of New Jersey and shall be certified by the State of New Jersey Board of Shorthand Reporters as a certified Shorthand Reporter and Notary.

Each reporter shall have a minimum of four (4) years court reporting experience, following certification and exclusive of any training, in providing court reporting services similar in scope and nature to those required under this Invitation and Bid, including court reporting services for proceedings that require the transcription of multiple speakers. All court reporters must fulfill the continuing education requirements established by The National Court Reporters' Association or State of New Jersey Board of Shorthand Reporters and must obtain all renewals that are required to maintain certification as a Registered Professional Reporter or Certified Shorthand Reporter and Notary.

- 2.2.10 "Student" reporters shall not be used by the Contractor under any circumstance to furnish services under this Invitation and Bid. The use of "student" reporters by the Contractor shall constitute an event of default pursuant to Section 4.2.1 and, notwithstanding anything to the contrary set forth therein, shall, at the City's sole discretion, result in the immediate termination of the Contract..

### 2.3 **TRANSCRIPT DELIVERY REQUIREMENTS AND CHARGES**

(Paragraph 2.3.1 through 2.3.1.5 shall apply to: Depositions, Hearings, Arbitration and Negotiation, Meetings and Video Deposition Court Reporters).

- 2.3.1 A transcript shall consist of an original, one "manuscript" copy, and one ASCII File. All bids must indicated the price per page for Regular Transcripts. A Regular Transcript is defined as a transcript which is delivered within ten (10) calendar days, following conclusion of the day's proceedings, of the City's request. Bidders must also provide any additional copies requested by the City at the price of **50¢/page**. (Additional copies may be requested for City's direct use or in the case of Labor Negotiations, for distribution in accordance with the City's contractual obligations). A premium shall be paid for transcripts to be delivered in less than 10 calendar days of the City's request as follows:

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2.3.1.1 **(25800-006-904)**  
For Expedited Transcripts (delivery within five (5) calendar days of the City's request) successful bidder will be paid 150% of price bid for Regular Transcripts.

2.3.1.2 **(25800-006-902)**  
For Expedited Transcripts (delivery within three (3) calendar days of the City's request) successful bidder will be paid 175% of price bid for Regular Transcripts.

2.3.1.3 **(25800-006-901)**  
For Daily Transcripts (delivery on the next calendar day after the City's request) successful bidder will be paid 200% of price bid for Regular Transcript.

2.3.1.4 **(25800-006-903)**  
For Immediate Transcripts (delivery on the same calendar day after the City's request) successful bidder will be paid 250% of price bid for Regular Transcript.

2.3.1.5 **(25800-006-905)**  
For a Regular Transcript taken on a day other than Monday through Friday, from 9:00 AM through 5:00 PM, successful bidder will be paid 150% of price bid for Regular Transcript.

2.3.2 **BASIS FOR PAYMENT**

Except as otherwise provided below, for depositions, arbitrations and labor negotiations only, the transcript rates bid shall be the sole basis for payment to the successful bidder (hereinafter referred to as the "Contractor") for services furnished hereunder.

For hearing and meetings, either the hourly rate bid or the transcript rate bid shall be the basis for payment, at the discretion of the City Department/Agency, to the Contractor for services furnished hereunder. Please Note: The hourly rate paid for services provided during hours other than regular hours (including weekday evenings, weekends and national holidays) shall be billed at 2 times the initial hourly rate.

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2.3.2.1 A cancellation fee of \$70.00 **(25800-006-908)** will be paid to the Contractor if Contractor or court reporter employed by Contractor actually appears at the scheduled appointment site and is advised for the first time of the cancellation of the appointment, provided that notification of the cancellation was not given by the City to Contractor at least 30 minutes prior to scheduled appointed time. In the event that a reporter is on standby (presence required, but not rendering service) for the first 60 minutes at the scheduled appointment, the Cancellation Fee of \$70.00 shall be applicable.

An Appearance Fee of \$50.00 **(25800-006-906)** will be paid to the Contractor, in addition to the \$70.00 Cancellation Fee, in the event that the Witness does not appear for the scheduled **Deposition** (Arbitrations and labor negotiations are not applicable).

2.3.2.2 When a reporter is on standby (presence required, but not rendering service) in excess of the first 30 minutes, contractor shall be paid \$17.50 **(25800-006-909)** for each quarter hour thereafter.

2.3.3 **Unordered Transcripts, Charges For Depositions, Arbitrations And Labor Negotiations.**

The City may elect, after the recording of a deposition, arbitration or Labor Negotiation Session not to order a transcript. If the City does not order a transcript within 30 days from the last date that recording services are rendered, the Contractor may bill for the time spent recording the event as follows:

2.3.3.1 For recording during regular hours (Monday to Friday, 9:00 AM to 5:00 PM excluding national holidays): \$50 for each hour completed and \$25.00 for each half hour or portion thereof on which recording has begun. For the purposes of this subsection (“recording during regular hours”), a minimum fee of \$50 **(25800-006-907)** shall be paid to the Contractor if the total time spent recording matters presented during a scheduled appointment is less than one hour.

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2.3.3.2 For recording during hours other than regular hours (including weekday evenings, weekends and national holidays): \$75 **(25800-006-912)** for each hour completed and \$37.50 for each half hour or portion thereof on which recording has begun. For the purposes of this subsection (“recording during other than regular hours”) a minimum fee of \$75 shall be paid to the Contractor if the total time spent recording matters presented during a scheduled appointment is less than one hour.

2.3.4 **Retention of Notes and Payments For Late-Ordered Transcripts**

The Contractor, and not the reporter, shall retain, during the contract term and for a period of five (5) years thereafter, all original stenographic notes, and all other material that is necessary for the creation and preparation of a transcript, and Contractor shall produce a transcript at any time during the contract term, or the five-year retention period, upon the request of the City. Notwithstanding anything set forth in this Invitation and Bid to the contrary, the City has the right, exercisable at its discretion, to post on its website the transcript of a public hearing or public meeting during the contract term and for a period of five years thereafter. The posted transcript shall be restricted to access only for viewing without the capability of the transcript being downloaded or printed. Except as otherwise required by law, the City will not provide a physical copy of the transcript to a requesting third party, will refer the requesting party to the Contractor, and the Contractor may require the party to pay for a copy of the transcript at the rates determined by the Contractor. To the extent Contractor may have or claim copyright or any other intellectual property right in the transcript, Contractor hereby grants the City a royalty-free, fully paid up license to post the transcript of a public hearing or public meeting on the City’s website as provided in this Section 2.3.4.

Payment by the City for transcripts shall be made as follows: If a transcript is ordered by the City at any time during the contract term or within twelve (12) months thereafter, and hourly fees have previously been paid to the Contractor for the recording of the Deposition, hearing, Arbitration or Labor Negotiation Session, or meeting, the City shall be billed at 65% of the appropriate transcript rate (i.e., Regular, Expedited, Daily, or Immediate) quoted in the Contractor’s bid.

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2.3.5 For any services provided to the City requiring the attendance of a court reporter at a location outside of the following boundaries-Delaware River to the East, Schuylkill River to the West, Spring Garden Street to the North and South Street to the South-the Contactor shall be entitled to be paid an additional flat fee of \$70.00 for each Court Reporter. For mileage outside of the geographical limits of the City of Philadelphia a mileage allowance of \$.31 **(25800-006-913)** will be given.

## 2.4 **VIDEO DEPOSITION SERVICE**

2.4.1 A Video Deposition shall consist of a video recording of an oral deposition. The video recording shall be conducted by a qualified person or persons in strict accordance with all applicable professional and industry standards. The Video Deposition shall also be conducted by the Contractor in strict accordance, where applicable, with Rule 30 of the Federal Rules of Civil Procedure or rule 4017.1 of the Pennsylvania Rules of Civil Procedures.

2.4.2 The Video Deposition will be conducted at a location specified by the City, normally within the City limits. The Contractor for Video Depositions will also be responsible for providing a court reporter for purposes of recording a written transcript of the deposition.

2.4.3 Prices are to be quoted assuming a normal work day, Monday through Friday, 8:00 AM to 5:00 PM.

2.4.4 For playback in a courtroom setting, the Contractor will be required to supply three video monitors. In-line editing of the video may also be required, at the City's discretion and direction.

2.4.5 The DVD of the deposition must be hand delivered by the Contractor to the City's requested Office.

## 2.5 **OTHER TRANSCRIPT CHARGES FOR THE CITY**

2.5.1 The prices and rates bid and other payment provisions set forth herein shall not apply to copies of transcripts ordered by the City where the City is opposing counsel (i.e., the non-calling party of the Deposition, Hearing, or Arbitration) and the Contractor has not been retained by the City.

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However, the Contractor agrees that the fees charged to the City in such instances for copies of transcripts (including ASCII Files) shall not exceed the Contractor's standard rates for copies furnished to opposing counsel, or \$1.50 per page, whichever amount is less.

## 2.6 HEARINGS

2.6.1 Hearing are defined as structured gatherings, often including the public, in which testimony and comments are recorded.

The following is a partial list of City Departments, Agencies, Boards and Commissions that may need to use court reporters for the purpose of providing a written recorded transcript of the hearing. Services may be more or less than listed and may include additional Departments, Agencies, Boards or Commissions.

Zoning Board	Each Tuesday, Wednesday & Thursday once each Month
Licenses & Inspections	Each Tuesday at 1:00 PM
Board of Reviews	Approximately two each month
Board of Pensions	Approximately six to eight times per year
Commission on Human Relations	Approximately four times per year
Public Health	Approximately two to three each month
Tax Review Board	Each Tuesday and Thursday 1 <sup>st</sup> and 3 <sup>rd</sup> Monday Evening Each month at 5:00 PM
Air Management Services	Approximately three (3) days per year.
Fair Housing Commission	Each Tuesday and Wednesday per week

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Transcripts of hearings and meetings purchased by the City are for the use of City Departments/Agencies only. Transcripts will not be duplicated for distribution to any third parties except in situations where applicable law requires the City to do so, and then only after the third party's request has been reviewed and approved by the City's Law Department. Otherwise, any third parties requesting copies of transcripts will be directed to the awarded Contractor.

In the event of an appeal, pursuant to The City of Philadelphia Zoning and Planning Code, Title 14 of the Philadelphia Code, at 14-1807(3): "The Appellant shall order the transcript of proceedings before the Zoning Board."

It is also understood by the City Departments/Agencies and the Contractor that the Appellant must bear the cost of the City's copy of the transcript as well as their own at the contract rate resulting from award of this Invitation and Bid.

## 2.7 MEETINGS

2.7.1 Meeting are defined as gatherings in which testimony and comments are recorded and may include various City departments or both City department(s) and the Contractor Community.

## 2.8 OWNERSHIP AND RETENTION OF DOCUMENTS

2.8.1 All stenographic notes, documents, transcripts, computer reports, ASCII Files, reports, DVDs or other materials prepared by the Contractor for the City in the performance of this Contract (collectively, the "Contractor Materials"), including but not limited to copyright, shall be the sole and absolute property of the City. The Contractor hereby assigns to the City, and where applicable, shall cause its subcontractors to assign to the City, any copyright that it or its subcontractors may have in the Contractor Materials. The Contractor Materials shall be retained by the Contractor as provided in Section 2.8.2 below.

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2.8.2 The Contractor shall retain, during the contract term and for a period of five (5) years thereafter, all original stenographic notes, and copies of all documents, transcripts, computer reports, ASCII Files, other reports, DVDs, and other materials, which have been furnished to the City during the contract term, or which have been prepared by the Contractor for the purpose of providing services to the City during the contract term, or which is necessary for the creation and preparation of a transcript. Notwithstanding anything set forth in this Invitation and Bid to the contrary, after 5 years transcripts, and the other items set forth in Section 2.8.1 above, will be deemed to have entered the public domain, and as such the City shall have the right to provide copies of any transcripts, and other Contractor Materials that are 5 years old or older, to any interested person for the amount per page rate as determined by the City or applicable law.

**2.9 COPIES OF TRANSCRIPTS AND ASCII FILES**

2.9.1 The copy (not Original) of the transcript of the deposition, including video deposition DVDs and transcripts, hearings arbitration or negotiation session, and meetings, shall at all times be supplied to the City by the Contractor in a “min-u-script (e.g. Condensed)” or other similar format, unless specifically instructed otherwise by the requesting City board, commission, agency, or department. Additionally, a copy (not Original) of the transcript of a deposition, including DVDs and transcripts of video deposition transcripts, arbitrations or negotiation sessions, public hearings and public meetings, shall be provided to a participant, other than the City, or interested party, subject to confidentiality and applicable law at the rates determined by the Contractor.

2.9.2 The Contractor shall submit to the requesting board, commission, agency, or department a ASCII File which contains a copy of the transcript (in either regular or “min-u-script (e.g. Condensed format)” in any one of the following work processing formats: ASCII, Microsoft Word for Windows '97 or Higher Version, or Word Perfect for Windows, whichever word processing format is specified by the requesting board, commission, agency, or department. The ASCII File shall be provided in addition to the paper Original and the “min-u-script (e.g. Condensed)” copy of the transcript.

2.10 Contractor is required to price the transcript and video requirements listed below in Section 5, Pricing.

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- 2.10.1      **DEPOSITIONS-(CATEGORY I)**  
Regular Transcript Rates  
(Delivery within 10 calendar days of City’s request)
- 2.10.1.1      **25800 006 001**  
Original, one copy (“min-u-script (e.g. Condensed)” or other similar format), and ASCII File per page
- 2.10.2      **HEARINGS-(CATEGORY II)**  
Regular Transcript Rates  
(Delivery within 10 calendar days of City’s request)
- 2.10.2.1      **25800 007 001**  
Hourly Rate
- 2.10.2.2      **25800 007 002**  
Original, one copy (“min-u-script (e.g. Condensed)” or other similar format), and ASCII File per page
- 2.10.3      **ARBITRATION & NEGOTIATION-(CATEGORY III)**  
Regular Transcript Rates  
(Delivery within 10 calendar days of City’s request)
- 2.10.3.1      **25800 008 001**  
Original, one copy (min-u-script (e.g. Condensed) or other similar format), and ASCII File per page
- 2.10.4      **MEETINGS-(CATEGORY IV)**  
Regular Transcript Rates  
(Delivery within 10 calendar days of City’s request)
- 2.10.4.1      **25800 009 001**  
Hourly Rate
- 2.10.4.2      **25800 009 002**  
Original, one copy (min-u-script (e.g. Condensed) or other similar format), and ASCII File per page

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2.10.5 **VIDEO DEPOSITION-(CATEGORY V)**

- 2.10.5.1 **25800 010 001**  
Basic Charge  
Includes DVD, (original), Setup and First (one) hour, hand delivery and required court reporter, lot price for each time this service will be utilized during the contract
- 2.10.5.2 **25800 010 002**  
Hourly Rate  
Each additional hour after basic charge
- 2.10.5.3 **25800 010 003**  
Overtime  
Weekdays, after 5:00 PM; per hour
- 2.10.5.4 **25800 010 004**  
Cancellation Fee  
After arrival at location; each
- 2.10.5.5 **25800 010 005**  
After equipment setup; each
- 2.10.5.6 **25800 010 006**  
Travel  
For that portion of trip and return which is outside the City Limits; per mile
- 2.10.5.7 **25800 010 007**  
Courtroom Playback  
Includes setup and first (one) hour of playback; per lot
- 2.10.5.8 **25800 010 008**  
Each additional hour of courtroom playback  
Regular Transcript Rates  
(Delivery within 10 calendar days of City's request)
- 2.10.5.9 **25800 010 009**  
Original, one copy (manuscript or other similar format, and ASCII File per page

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2.10.5.10 **25800 010 011**  
DVD (original) plus one copy

**SECTION 3: BID EVALUATION AND AWARD**

**3.1 EVALUATION**

- 3.1.1 Bids and all information received with bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the specifications of this Invitation and Bid and for the qualification and 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 of the bid (including, but not limited to, the failure of bidder to submit with its bid any of the materials required to be submitted under Section 1.10, or any other section, of this Invitation and Bid); and
  - (iv) offering counter terms and conditions may be disqualified by the City without notice to the bidder and at the sole discretion of the City. The decision of the City with regard to the responsiveness of a bid is final.
  - (v) improper or incomplete execution of OEO documents (if applicable)
- 3.1.4 Bidders who are determined by the City to be non-responsible per paragraph 9 of the “Terms and Conditions of Bidding and Contract” shall be notified by the City of the reasons for the determination. Any bidder that is deemed to be non-responsible may contest the determination of non-responsibility by submitting to the City written documentation, within forty-eight (48) hours of receipt of the determination, demonstrating, by clear and convincing evidence, the bidder’s qualifications and why the reasons for the City’s decision are insufficient. The City will review any such information submitted by a bidder who is contesting a determination of non-responsibility, and the City will notify the bidder of its decision. No appeal hearing shall be held.

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### 3.2 **AWARD**

3.2.1 The Procurement Department shall evaluate all bids for determination of low bidder for an award under this Invitation and Bid with regard to the pricing included in Section 5 of bid as follows:

For Category I - Depositions: Award based on the lowest price for item 5.1.1. (Please Note: Category V will be combined with Category I award)

For Category II - Hearings: Award based on the lowest price for the combined totals of item 5.2.1. multiplied by 65% plus item 5.2.2. multiplied by 35%.

For Category III - Arbitration and Negotiation: Award based on the lowest price for item 5.3.1.

For Category IV - Meetings: Award based on the lowest price for combined totals of item 5.4.1. multiplied by 65% plus item 5.4.2. multiplied by 35%.

For Category V - Video Deposition: For information purposes only; bidder shall provide pricing for each of the line items listed for items 5.5.1 through 5.5.10.

**Please Note: Bidders must bid all items for 5.1 and 5.5.1 through 5.5.10 to be Considered for award for Category I of this Invitation and Bid.**

### 3.3 **AWARD TO PRIMARY AND SECONDARY CONTRACTOR**

It is the intention of the City to make an award to lowest responsive, responsible Primary Contractor and lowest responsive, responsible Secondary Contractor for each Category (except, however, in the case of Category V - Video Deposition). The City departments, agencies, or attorneys, etc., who need court reporting services, will order services from the Primary Contractor. If the Primary Contractor is unable to provide the required service, the City departments, agencies, or attorneys, etc., needing court reporting services will then call the Secondary Contractor. The purpose of the Secondary Contractor is to provide additional assistance to the City in case of increases in workload demand or the failure of the Primary Contractor to perform, and to provide service on an emergency basis.

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- 3.4 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.

**3.5 PERFORMANCE SECURITY:**

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

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

Performance security shall be required for any subsequent renewal periods.

**3.6 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, relating to unsworn falsification to authorities.

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### 3.7 **INSURANCE:**

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

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

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

## **SECTION 4: CONTRACT MANAGEMENT**

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

- 4.1.1 The various City departments and agencies will be notified by Procurement of any award(s) under this Invitation and Bid and will be provided with the name of the awarded Contractor, the Contractor’s contact and all applicable prices.
- 4.1.2 The requesting department shall obtain service by Direct Payment. No purchase orders will be issued against the award(s) resulting from this Invitation and Bid.
- 4.1.3 The services of this contract are restricted. The City of Philadelphia shall not be responsible for outside counsel/contractors, retained by the City for any purpose, and their use or nonuse of Court Reporters under the scope of this contract. The services of this contract are restricted to City departments and agencies. However, where outside legal counsel, who are retained by the Law Department in City cases, retains a Contractor to provide court reporting services, such services shall be provided to the City’s outside legal counsel in strict accordance with the pricing in the Contractor’s bid (with payment being made directly by outside legal counsel).

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4.1.4 Delivery of court reporting services will be the responsibility of the Contractor to the City departments, including the Law Department (“Law”) and other Departments and agencies at various locations during the contract period.

4.1.5 **ADD-ONS:**

The City reserves the right to add, delete or change locations or to acquire other 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 will obtain from the vendor a letter of verification listing location changes or itemizing the service to be added. The letter shall include the bid number, bid schedule number, unit price and contract period.

Upon receipt and approval by the Procurement Department, the submitted letter shall automatically become part of the contract.

4.2 **TERMINATION FOR DEFAULT**

4.2.1 The following shall constitute events of default under the Contract resulting from this Invitation and Bid:

4.2.1.1 The failure of the Contractor or any court reporter to meet the attendance requirements set forth in Section 2.2.5 preceding.

4.2.1.2 Lateness of a court reporter for a Timely Requested Service Event, as defined in Section 2.2.5 (i.e., failure to arrive at least 20 minutes before requested starting time of service) on more than two occasions.

4.2.1.3 Contractor’s refusal or failure to perform (i) two or more Timely Requested Service Events (as defined in Section 4.2.1.2 preceding) in any calendar month of the contract term or (ii) five or more Timely Requested Service Events at any time during the contract.

4.2.1.4 Contractor’s failure to meet required transcript delivery times (as set forth in Section 2.3 preceding) for two or more transcripts, whether regular, expedited, daily or immediate transcripts.

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- 4.2.1.5 Failure by the Contractor to comply with any provision of the Contract (except that events of default relating to attendance, lateness and punctuality, Timely Requested Service Events, and required transcript delivery times, shall be as set forth above).
- 4.2.1.6 Any false statement, representation or warranty made by Contractor and contained in the Bid or in any other document submitted to City by the Contractor during the term of the Contract.
- 4.2.1.7 The Occurrence of any of the following with respect to Contractor: (a) the filing of a voluntary petition by Contractor under the Federal Bankruptcy Code or any similar state or federal law; or (b) the filing of an involuntary petition against Contractor under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; or (c) Contractor's making of an assignment for the benefit of creditors; or (d) the appointment of a receiver for Contractor or for the property or assets of Contractor, if such appointment is not vacated within forty-five (45) days thereafter; or (e) any other proceeding under any bankruptcy or insolvency or liquidation law, voluntary or otherwise.
- 4.2.1.8 The misappropriation by the Contractor of any funds provided under the Contract or failure by the Contractor to notify City upon discovery of any misappropriation.
- 4.2.1.9 A violation of law which results in a guilty plea, a plea of nolo contender, or conviction of a criminal offense by the Contractor, or any of its directors, employees, or agents, which violation relates directly or indirectly to the Contract or Services and Deliverables, regardless of whether such offense is ultimately adjudged to have occurred, or which violation adversely affects the performance of the Contract.

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4.2.1.10 Indictment or issuance of charges against the Contractor, or any of its directors, employees or agents, for any criminal offense or any other violation of applicable law which relates directly to the Contract or the services to be performed under the Contract, or which adversely affects the performance of the Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred.

4.2.2 Upon the occurrence of an event of default as defined above in Section 4.2.1, the City may, in its sole discretion and without cost or penalty to the City, terminate or cancel the Contract in accordance with the terms and conditions set forth herein, and may exercise all remedies set forth therein (which remedies shall be in addition to and not in lieu of the remedies available to the City at law or in equity).

4.2.3 Upon the occurrence of an event of default as defined above in Section 4.2.1, where the Contractor is rendering services to the City under more than one Category (e.g., Depositions and Hearings, see Section 1.6.1 above), the City may, in its sole discretion, terminate or cancel the Contract, as set forth above in Section 4.2.2, for one Category only, for all of the Categories, or for any combination thereof.

4.2.4 The City shall notify the Contractor in writing of any such termination or cancellation, which shall be effective as of the date specified in the notice of termination or cancellation (the "Termination Date"). The Contractor shall continue to perform all services required under the contract until the Termination Date, and shall be paid in accordance with the contract. The Termination Date shall not be less than seven (7) calendar days after the date of the City's notice of termination or cancellation.

4.2.5 Any termination or cancellation upon the occurrence of an event of default shall be without penalty, cost or liability to the City.

#### 4.3 **TERMINATION FOR THE CONVENIENCE OF THE CITY**

4.3.1 The City shall have the right, in its sole discretion, to terminate the Contract resulting from this Invitation and Bid, in whole or in part, for the convenience of the City. Where the Contractor is rendering services to the City under more than one Category, the City may, in its sole discretion, terminate the Contract for one Category only, for all of the Categories, or for any combination thereof.

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4.3.2 The City shall notify the Contractor in writing of such termination for convenience, which shall be effective as of the date specified in the notice of termination (the "Convenience Termination Date"). Contractor shall continue to perform all services required under the contract until the Convenience Termination Date, and shall be paid in accordance with the contract. The Convenience Termination Date shall not be less than thirty (30) calendar days after the date of the City's notice of termination for convenience.

4.3.3 Any such termination for convenience by the City shall be without penalty, cost or liability to the City, except that Contractor shall be entitled to payment in accordance with the contract for services rendered until the Convenience Termination Date.

#### 4.4 **VENDOR DUTIES OF RESPONSIBILITY**

4.4.1 Contractor shall perform only services as authorized in the contract and only after receipt of a Notification of Request for Service or other authorized document from the Procurement Department.

4.4.2 Contractor shall perform only services at the prices quoted in the contract.

4.4.3 In the event that the Contractor receives an order or request for services that are not specifically priced and incorporated and priced into the contract, the Contractor must:

- (i) bring this to the immediate attention of the Procurement Dept.; and
- (ii) notify the ordering board, commission, agency, or department in writing and refuse to deliver.

4.4.4 In the event that services are rendered by the Contractor that are not specifically incorporated and priced into the contract, the City shall have no obligation to pay the Contractor therefor.

4.4.5 For performance of services, Contractor shall honor all requests for service and shall be paid for all service rendered up to the close of business of the date of contract expiration. Performance of services may not occur following the expiration date of the contract.

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- 4.4.6 Contractor shall provide to the Procurement Department (with a copy to the Law Department, c/o Suki Kazahaya) a copy of all correspondence or letters received from any City attorneys or other City personnel indicating a complaint or dissatisfaction with any court reporting services provided by the Contractor.
- 4.4.7 Contractor acceptance - In submitting an executed bid, the bidder agrees to the Contract Management procedures outlined in this section.
- 4.4.8 Contractor shall comply with all of the terms and conditions of this Invitation and Bid.

**4.5 DIRECT PURCHASING - INVOICING AND PAYMENT**

- 4.5.1 The Procurement Commissioner will authorize using agencies to make a “Direct Payment,” to include the using Board name on the invoice, the Reporter’s invoice number and the amount for proper crediting, against the Contract to be awarded by this Invitation and Bid. “Purchase Orders” will not be issued under this Contract.
- 4.5.2 Services will be ordered directly from the Contractor by the using board, commission, agency, or department. In the case of the Law Department, services will be ordered by individual attorneys themselves. All invoices must be sent directly to the using board, commission, agency, or department, or, where services were ordered by an individual attorney, to the individual attorney.
- 4.5.3 All invoices submitted by the Contractor for payment at the rates set forth in this contract, must indicate the starting and completion time of the recorded Deposition, Hearing, Arbitration or Labor Negotiation session and meeting and the name of the court reporter present during the time of service. (NOTE: The Contractor's services provided at Hearings may involve recording of more than one case during a scheduled appointment.) Transcripts must indicate the starting and ending time of the event recorded.
- 4.5.4 In addition to invoices that are submitted directly to the using board, commission, agency, or department, or individual attorney, the Contractor must provide, to the using board, commission, agency, or department (e.g., Law Department), a monthly statement of all invoices that are outstanding for a period of thirty days or more. The format of the statement shall be as follows:

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- Invoice/Deposition
- Case Name
- Name of attorney or person requesting service
- Invoice Number
- Amount
- Number of days invoice is outstanding
- Name of court reporter

4.5.5 All of the services required hereunder shall be performed to the satisfaction and approval of the using City board, commission, agency, or department ordering the service and the Contractor will not be deemed to have rendered and performed the service unless and until they are so approved by that board, commission, agency, or department.

**4.6 PRICE ESCALATION**

**4.6.1 PRICE INCREASE**

Contractor shall provide Court Reporting Services at the prices set forth in Section 5 for a period of twelve (12) months starting August 1, 2013 and ending July 31, 2014; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to two (2) additional one (1) year period(s) and one Nine (9) month renewal period.

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

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

For each renewal the price increase and/or decrease shall be based on the Consumer Price Index for All Urban Consumers - Philadelphia as published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI shall be based upon April of the current year from April of the preceding year.

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.

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

**SECTION 5: PRICING**

Prices quoted must not contain more than three (3) decimal places.

Contractors shall submit firm pricing for all items within each category that they intend to submit a bid.

5.1 **25800 006  
DEPOSITIONS - (CATEGORY I)**

Regular Transcript Rates  
(Delivery within 10 calendar days of City's request)

<b><u>Unit of Measure</u></b>	<b><u>Unit Price</u></b>
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5.1.1	<b>25800 006 001</b> Original, one min-u-script copy and ASCII File	per page	\$_____
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5.2 **25800 007  
HEARINGS - (CATEGORY II)**

Regular Transcript Rates  
(Delivery within 10 calendar days of City's request)



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		<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.5	<b>25800 010 VIDEO DEPOSITION - (CATEGORY V)</b>				
5.5.1	<b>25800 010 001</b> Basic Charge Includes DVD, (original), Setup and first (one) hour, hand delivery and required court reporter, Lot price for each time this service is used during the contract	5	LO	\$_____	\$_____
5.5.2	<b>25800 010 002</b> Hourly Rate Each additional hour after basic charge	5	HR	\$_____	\$_____
5.5.3	<b>25800 010 003</b> Overtime Weekdays, after 5:00 PM	1	HR	\$_____	\$_____
5.5.4	<b>25800 010 004</b> Cancellation Fee After arrival at location	1	EA	\$_____	\$_____
5.5.5	<b>25800 010 005</b> After equipment setup	1	EA	\$_____	\$_____
5.5.6	<b>25800 010 006</b> Travel For that portion of trip and return which is outside the City Limits	50	MILE	\$_____	\$_____

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		<u>Est. Qty.</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.5.7	<b>25800 010 007</b> Courtroom Playback includes setup and first (one) hour of playback	5	LO	\$_____	\$_____
5.5.8	<b>25800 010 008</b> Each additional hour of courtroom playback	1	HR	\$_____	\$_____
	Regular Transcript Rates (delivery within 10 calendar days of City's request)				
5.5.9	<b>25800 010 009</b> Original, one min-u-script copy and ASCII File	500	EA. PAGE	\$_____	\$_____
5.5.10	<b>25800 010 011</b> DVD (original) plus one copy	1	EA	\$_____	\$_____
	<b>TOTAL OF ITEMS 5.5.1 through 5.5.10</b>			<b>\$_____</b>	

Attention Bidder:

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

**Exhibits**

**Drawings**

**Attached specifications**

**Attached documents**

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



## **CITY OF PHILADELPHIA**

### **INSTRUCTIONS FOR GETTING PAID** **BY THE CITY OF PHILADELPHIA**

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

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

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

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

**IN YOU ARE INTERESTED IN RECEIVING YOUR PAYMENTS ELECTRONICALLY RATHER THAN BY CHECK PLEASE SEE ATTACHED LETTER & ACH VENDOR ENROLLMENT AND CHANGE FORM.**

## **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. **INDICATE BID NUMBER AND OPENING DATE ON ENVELOPE.**
- Note the City Anti-Discrimination Policy. 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**

**This Is Not A Right To Know Request. This form cannot be used to submit a Right To Know Request. See City of Philadelphia Open Records Policy: <http://www.phila.gov/privacy/pdfs/finalcityopenrecords.pdf>**

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

Email 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.

**YOUR REQUEST CANNOT BE PROCESSED IF YOU  
DO NOT PROVIDE THE ABOVE ITEMS**

**Mail Request To:**

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

**COMPANY CHECK OR MONEY ORDER ONLY**



# CITY OF PHILADELPHIA

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

Hugh Ortman  
Procurement Commissioner

## Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2013 – June 30, 2014

**(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, 2013 to June 30, 2014**, complete the enclosed application and return it with a check for **\$140.00**. 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**" **2013 – 2014** 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:** \_\_\_\_\_

**E Mail Address:** \_\_\_\_\_

**Telephone No:** (\_\_\_\_) \_\_\_\_\_ **Fax No:** (\_\_\_\_) \_\_\_\_\_

A. Check payable to the City of Philadelphia in the amount of \$140.00 for 7/1/13 to 6/30/14  
**DO NOT SEND CASH. NO PERSONAL CHECKS.**

*Internal Use Only*

Rcvd. \_\_\_/\_\_\_/\_\_\_ Pymt. Type \_\_\_\_\_ Ck. Amt. \$ \_\_\_\_\_ Ck.# \_\_\_\_\_



# CITY OF PHILADELPHIA

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

Rob Dubow  
Director of Finance

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

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

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

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

# Vendor Information Payment Reference Guide

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



# CITY OF PHILADELPHIA

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

Hugh Ortman  
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT**

**BID SUBMISSION**

**1. PREPARATION AND SUBMISSION OF BID.**

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

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

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Section 16 and/or 18.

### 6. LOCAL BIDDING PREFERENCE

In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder 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.

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

### EVALUATION AND AWARD

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

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

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

**9. RESPONSIBILITY.** Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder

responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

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

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

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

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

### CONTRACT EXECUTION AND CONFORMANCE

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

**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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

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

**20. PAYMENT FOR EQUIPMENT.** Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

### TAX MATTERS

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

**22. TAX INDEBTEDNESS.** The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been

developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

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

b. Subcontractor's Certification of Non-Indebtedness -- Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor" shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

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

**23. TAX REQUIREMENTS.** Any person or entity who

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 Income and Receipts 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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

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

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

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

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

The bidder expressly understands and agrees that any false certification or representation in connection with

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

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

The 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

## **TERMS AND CONDITIONS OF BIDDING AND CONTRACT**

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)