

BID OPENING DATE AND TIME

ON: February 6, 2008

AT: 10:30 A.M.

BID NO. S8Z54720	PAGE 1 OF 55	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNING BIDS WILL NOT BE ACCEPTED.
DEPARTMENT VARIOUS DIVISION VARIOUS			NAME AND ADDRESS OF FIRM
AWARDED			Federal EIN/Social Security Number
DATE FOR THE PROCUREMENT COMMISSIONER			BUYER: A. Campfield J. Washington

TITLE OF BID PROMOTIONAL ITEMS

Minority Business Enterprise Council – Anti- Discrimination Policy Executive Order 02-05 – Bidder Requirements

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

Participation Ranges

M-BE:	5%	to	10%
W-BE:	2%	to	5 %
DS-BE:	0%	to	0%

Any and all questions about Executive Order 02-05 and bidder compliance should be Directed to the Minority Business Enterprise Committee office at (215) 686- 6232.

BID QUESTIONS

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

For City Use Only

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

**CITY OF PHILADELPHIA
MINORITY BUSINESS ENTERPRISE COUNCIL
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED
BUSINESS ENTERPRISES**

**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS¹
FOR BIDS TO BE AWARDED BY THE PROCUREMENT DEPARTMENT
(BIDS)**

Under the authority of Executive Order No. 02-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. 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 antidiscrimination policy is applicable to this Invitation and Bid.

The Minority Business Enterprise Council (MBEC) has approved projected ranges of participation for this Invitation and Bid which serve as a guide in determining each bidder's responsibility. These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. Please review these forms carefully as the submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

1. Only firms that are certified by the MBEC at the time of bid opening will be credited toward the participation ranges on City contracts. A list of currently certified firms is maintained by the MBEC and is available online at www.phila.gov/mbec/directory or in printed form at the MBEC offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid Specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining

¹ These Instructions, Forms and Special Contract Provisions relating to Mayoral Executive Order 02-05 are issued by the Office of The Minority Business Enterprise Council on an interim basis.

Anti-Discrimination Policy

whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected.

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

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

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

5 M/W/DSBE subcontractors must perform at least fifty percent (50%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6 For the purpose of applying the participation ranges on Public Works projects that include add or deduct alternates, commitments listed by bidders on the Solicitation for Participation and Commitment Form should be based upon the base bid. In the event the City elects to award any add or deduct alternates, the City reserves the right to require the apparent lowest responsible bidder to amend its Solicitation for Participation and Commitment Form, to ensure the bidder's continuing responsibility.

7 In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The MBEC reserves the right to request clarifying information from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

A. RESPONSIVENESS

1. Any bid that the MBEC determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that

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will be used by the bidder on the contract, if awarded, where the bid satisfies the M/W/DSBE participation ranges for that contract; the bidder is rebuttably presumed not to have discriminated in its selection of contract participants. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the MBEC that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of MBEC Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the MBEC will result in rejection of the bid as nonresponsive.

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

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made prior to bid opening shall be submitted, concurrently with the bid, on the enclosed document entitled "Solicitation For Participation and Commitment Form". A bidder should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Invitation and Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes. The bidder's listing of a commitment with a M/W/DSBE constitutes a representation that the bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.
- If the bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder should submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at the Office of the MBEC, for the City's review and approval of the joint venture arrangement.

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

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.

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- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.
- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.
- Provide any additional evidence pertinent to bidder's conduct relating to this bid including sufficient evidence which demonstrates to the MBEC that bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing bidder's efforts to achieve participation within the ranges, bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

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

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The MBEC may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. MBEC will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote as others who were solicited by bidder. The MBEC will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.
- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. MBEC will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. MBEC will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract, prompt payment practices or bonding assistance.

4. After review of the bidder's submission and other information the MBEC deems relevant to its evaluation, the MBEC will make a written determination that will be forwarded to the Procurement Commissioner or his/her designee (the "Commissioner").

a. If the apparent low bidder's bid is determined nonresponsive by the MBEC, the bidder will be notified and may file a written appeal with the MBEC within forty-eight (48) hours of the date of notification. The decision of the MBEC may be appealed in writing within forty-eight (48) hours of the date of the MBEC's decision to the Director of Finance or his/her designee whose decision shall be final.

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B. RESPONSIBILITY

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

2. The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 02-05 or by reason of any contract resulting from the Invitation and Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the MBEC determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the MBEC may recommend to the Director of Finance the imposition of sanctions on the bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

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

2. Failure to cooperate with the MBEC in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

E. RECORDS AND REPORTS

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

F. REMEDIES

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1. The successful bidder's compliance with the requirements of Executive Order 02-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

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

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BID) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprise:</i>				DEPARTMENT OF FINANCE MINORITY BUSINESS ENTERPRISE COUNCIL (MBEC)							
BID# AND TITLE -		Name of Bidder		Bid Submission Date							
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.											
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)	
Company Name					By Phone		By Mail		Yes (If Yes, give date)	NO	If No Commitment
Address											
Contact Person					Quote Received		Amount Committed To				
Telephone Number					YES		NO		Dollar Amount		
Fax #									\$		
MBEC CERTIFICATION #								Percent of Total Bid			
								%			
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)	
Company Name					By Phone		By Mail		Yes (If Yes, give date)	NO	If No Commitment
Address											
Contact Person					Quote Received		Amount Committed To				
Telephone Number					YES		NO		Dollar Amount		
Fax #									\$		
MBEC CERTIFICATION #								Percent of Total Bid			
								%			
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)	
Company Name					By Phone		By Mail		Yes (If Yes, give date)	NO	If No Commitment
Address											
Contact Person					Quote Received		Amount Committed To				
Telephone Number					YES		NO		Dollar Amount		
Fax #									\$		
MBEC CERTIFICATION #								Percent of Total Bid			
								%			
<input type="checkbox"/>	MBE	<input type="checkbox"/>	WBE	<input type="checkbox"/>	DSBE	Work to be Performed	Date Solicited	Commitment Made		Give Reason(s)	
Company Name					By Phone		By Mail		Yes (If Yes, give date)	NO	If No Commitment
Address											
Contact Person					Quote Received		Amount Committed To				
Telephone Number					YES		NO		Dollar Amount		
Fax #									\$		
MBEC CERTIFICATION #								Percent of Total Bid			
								%			

Rev. (12/2005) JAS

¹ MBE/WBE/DSBEs listed above must be certified by the MBEC prior to proposal submission date.

² Failure to give reason may result in rejection of your bid. Use additional pages if necessary.

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		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Promotional Items**

1.2 **SCHEDULE NO: 95**

1.3 **CONTRACT TERM:** D.O.A. to 12 months (“Initial Term”), with an option to renew for up to three (3) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

1.3.1 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 16, Default, of the attached Terms and Conditions of Bidding and Contract.

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

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

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

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **Promotional Items** for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

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

All bids submitted with a total greater than \$25,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Year 2007 - 2008 (July 1, 2006 to June 30, 2008) are not required to provide

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Bid Security if their bid total is \$500,000.00 or less (per paragraph 8 of “Terms and Conditions of Bidding and Contract”).

1.7.2 **The Master 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.

1.7.3 **Bids Opening July 1, 2007 through June 30, 2008**

Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2007 – June 30, 2008)** by submitting a check in the amount of **\$120.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is non-refundable. Or if, and only if, the bidder chooses to submit the check 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.

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

1.8 **BID INFORMATION:**

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

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

1.9 **BID SUBMISSION:**

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

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

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- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$25,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the “Terms and Conditions of Bidding and Contract.”
- 1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Minority Business Enterprise Council Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

If no M-BE, W-BE or DS-BE ranges are established for this Invitation and Bid, bidders are requested to complete the “Voluntary Participation and Commitment Form (Bid)” located after page 1 of the bid.

Completion of this form will not, in any way, impact the City’s determination concerning bidder’s responsiveness to the requirements of the bid and the award process. The information provided in the “Voluntary Participation and Commitment Form (Bid)” will be for the City’s information.

- 1.9.8 **LBE Certification:**
In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to

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

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

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

Prime or subcontractor's LBE Certification Number _____

If applicable:

Subcontractor's Name _____

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

1.9.9 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the

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attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

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

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Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(_____) _____ Ext.: _____

Fax No.(_____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(_____) _____ Ext.: _____

Fax No.(_____) _____

E-mail address _____

1.10 BIDDER QUALIFICATION:

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

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

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

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SECTION 1:

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

	A.	B.	C
Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____
Phone #:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

SECTION 2:

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

P.O./Contract Number:	_____	_____	_____
Department:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone #:	_____	_____	_____
Item(s):	_____	_____	_____

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

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1.11 NON-MANDATORY PRE-BID MEETING:

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **(day/date) "TO BE ANNOUNCED"** at **_____ (time) _____ at the International Plaza II, Suite # 445, Conference Room, Route 291 and Bartram Avenue, Lester PA 19113** adjacent to the Philadelphia International Airport.

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

Attendance at this Pre-Bid Meeting is Mandatory. Only bidders who attend the Pre-Bid Meeting and are subsequently qualified by the City will be eligible for award.

"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."

1.12 SAMPLES:

If reference is made to Samples in this Invitation and Bid, bidder(s) must furnish said samples to the City of Philadelphia at no additional charge. Samples must be submitted during the listed time frame: ten (10) business days prior to bid opening date through five (5) business days after bid opening date. If vendor fails to meet this requirement, bid may be disqualified and bidder may be ineligible for award. Each individual sample must be labeled with bidders' name and bidding address, contact person, bid number, date of bid opening, manufacturer's brand name and number and item reference number. Each individual sample must be accompanied by a 'SAMPLE SUBMITTAL FORM' attached to this Bid package. One form must be submitted for each sample submitted.

All samples must be submitted to: City of Philadelphia
Procurement Department
Procurement Buyer
Room 120 Municipal Services Building
1401 – J.F.Kennedy Blvd.
Philadelphia, PA 19102

Samples, if not destroyed, may, upon request, be returned at the bidders' expense. Request for return of samples shall be accompanied by instructions which include

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shipping authorization and name of carrier and must be received within sixty (60) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Philadelphia.

The City of Philadelphia does not guarantee the condition of returned samples to the vendor due to the various testing required upon the sample(s).

The City will not be responsible for any samples destroyed or mutilated by examination or testing.

The City of Philadelphia reserves the right to inspect the manufacturing process or production facilities of successful and/or prospective bidders or suppliers.

NOTE: ALL BIDDERS MUST SUBMIT SAMPLES AS INDICATED REGARDLESS IF AWARDED PRODUCT WAS PREVIOUSLY SUPPLIED OR IS THE REFERENCED PRODUCT IN THE INDIVIDUAL ITEM. EACH INVITATION AND BID STANDS ON ITS OWN AND ALL BIDDERS MUST COMPLY WITH ALL REQUIREMENTS LISTED AND INDICATED IN EACH INVITATION AND BID.

ALL REQUIREMENTS LISTED AND INDICATED IN EACH INVITAION AND BID.

The successful vendor may be required to provide Production samples of all items listed in section 5: Pricing. Production Samples will be provided at no charge to the City of Philadelphia.

Bidders will be required to provide samples of all items listed in section 5: Pricing.

The Streets Department, Recycling Division or his/her designee reserves the right to inspect the manufacturing process or production facilities to determine compliance with specifications of successful and/or prospective bidders or suppliers.

SECTION 2: SPECIFICATIONS

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2.1 Successful vendor (s) shall be required to provide the City of Philadelphia’s International Airport, North East Airport and the Streets’ Department, Recycling Office with Promotional Items to be given away and/or provided as prizes as noted in the standards and specifications listed in Sections 2 and 5 of this Invitation and Bid.

2.2 SCOPE OF WORK - GENERAL

2.2.1 The successful bidder will be required to furnish superior customer service with emphasis on quality control, paying attention to detail in all necessary labor and material stocking to the Philadelphia International Airport’s Marketing and Public Affairs Unit as well as the Street’s Department, Recycling Office. A high degree of coordination is expected, to include pick-up and delivery services.

All clothing apparel listed in this bid is subject to testing in accordance with the standards prescribed by the American Society for Testing and Materials (A.S.T.M.), Terminology Relating to Apparel, D7022 (07.02) (latest revisions).

2.3 SUBCONTRACTORS

The successful bidder shall be the sole source of contact for the contract. The Philadelphia International Airport’s Marketing and Public Affairs Unit or the Street’s Department, Recycling Office will not communicate with any subcontractors. The successful bidder is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

2.4 PRODUCT RETURNS

In the event that the successful bidder delivered Promotional Items, which are rejected due to specification violations, the successful bidder shall be required to arrange and pick-up said items within five (5) business days after notification. The successful bidder will coordinate solutions of the specification violations with Procurement, the Philadelphia International Airport’s Marketing and Public Affairs Unit or Streets Department during the five (5) day time limit. Failure to pick-up Promotional Items with specification violations will become the property of the City of Philadelphia after fifteen (15) business days after notification of said violation.

2.5 NEW PRODUCT

Unless otherwise specified, all Promotional Items offered by the successful vendor shall be new, unused in any regard and of respects. Seconds or flawed items will not be

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acceptable. All Promotional Items shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use upon delivery. Minimum or maximum orders will not apply to this Invitation and Bid.

2.5.1 SUBSTITUTION

The successful bidder shall provide product substitutions only with the approval of the Philadelphia International Airport’s Marketing and Public Affairs Unit or the Streets Department, Recycling Office.

All product substitutions will be provided at the original contract award cost regardless of successful bidders cost of product substitution.

2.5.2 RECYCLED SUPPLIES AND EQUIPMENT

The successful bidder will provide Promotional Items manufactured from 100% recyclable materials when requested. Recyclable materials will be required during scheduled Airport events. Examples of items include but are not limited to Pencils, Tote Bags, Small Litter Bags, Activity Books, and Key Chains etc.

2.5.2.1 All items listed in Section B, Street’s Department are to be recycled with the construction materials described under each item.

2.6 DELIVERY

2.6.1 Philadelphia International Airport

All deliveries directed to the Philadelphia International Airport Supply Warehouse, located at 8401 Executive Avenue Philadelphia, PA, will only be accepted between the hours of 8:30am and 2:00pm.

Maximum truck clearance: 12 Foot, 6 inches. Each delivered container shall be imprinted directly with the Purchase Order Number and shall carry a securely affixed label with identification of contents and instructions for use and any caution notice that may be required or advisable because of the nature of the product. The Philadelphia International Airport Supply Warehouse reserves the right to reject shipments, which fail to meet the stated requirements.

Overnight deliveries shall be required upon request or in the event to ensure on-time delivery during the length of this Invitation and Bid. All overnight deliveries will be delivered to Philadelphia International Airport, Marketing and Public Affairs Unit, Terminal “E” Executive Offices, Philadelphia, PA 19153, Attn: Victoria Lupica.

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The successful bidder shall insure that overnight packages arrive between the hours of 7:00am and 5:00pm for signature verification.

The successful bidder shall be required to provide Promotional Items associated with this bid through an overnight carrier at the successful bidders cost.

2.6.2 Streets Department

Delivery locations shall be provided at the time the orders are placed.

2.7 SECTION A - AIRPORT

2.7.1 SCHEDULED EVENTS

The successful bidder will be required to coordinate with the Philadelphia International Airport's Marketing and Public Affairs Unit to provide Promotional Items during these scheduled events. Unscheduled events are also required during the length of the contract.

- Take Your Children to Work Day – April 2008
- March of Dimes Walkathon – April 2008
- Earth Day – April 2008
- July 4th, Independence Day – July 2008
- 50th NEC AAAE Conference – August 2008
- Career Day – October 2008
- Recycling Day – November 2008
- Employee Appreciation Day/Holiday Celebration – December 2008

2.7.2 VISUAL IDENTITY STYLE GUIDE

The successful bidder shall receive a copy of the Philadelphia International Airport's Marketing and Public Affairs Unit Visual Identity Style Guide. This guide features the primary graphic elements of the PHL/PNE identity program. All graphics provided through this guide is subject to the approval of the City of Philadelphia Director of Aviation or his or her designee. A pre- production sample at successful bidders cost shall be required prior to delivery for approval of graphics.

2.8 SECTION B –STREET DEPARTMENT, RECYCLING DIVISION

2.8.1 As an outcome of this Invitation and Bid the successful vendor will be contacted by the Street's Department Recycling Office, or their designated representative, to coordinate purchase, graphic design and delivery of all promotional items required

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under this bid. Throughout the contract term and any subsequent renewal periods, the vendor will be required to provide successfully quoted items, as needed by the Street's Department Recycling Office, on an as needed basis, within thirty (30) days, of notification by the Street's Department Recycling Office.

2.8.2 All graphics required for the items listed in Section 5, pricing, shall be provided by the Streets Department at the time the order is placed.

Graphics shall be submitted to the awarded vendor via computer disc.

2.9 In Section 5, "Pricing", Bidders are requested to provide the unit price in the unit of measure indicated for the listed commodities at the time of bid opening. Quoted prices must remain firm for the Initial Term; thereafter prices may be increased or decreased by the vendor as per paragraph 4.3.1 below, at the beginning of each subsequent Renewal Term, if exercised by the City.

2.9.1 Vendors shall submit prices for sizes per ASTM specifications for Clothing: (Body Measurements).

ASTM D6240-98 Standard Tables for Men sizes Thirty- four to Sixty (34 to 60) Regular.

ASTM D6458 -99 Standard Tables of Body Measurements for Boys, Sizes 8 to 14 Slim and 8 to 20 Regular.

ASTM D6192 -98 Standard Tables of Body Measurements for Girls, Sizes 7 to 16.

ASTM D5585 -95 Standard Tables of Body Measurements for Adult Female Misses Figure Type, Sizes 2 - 20.

5.12 T- Shirt

5.13 Boy's T-Shirt

5.14 Girl's T-Shirt

5.18 Men's Golf Shirt (Long Sleeve)

5.19 Women's Golf Shirt (Long Sleeve)

5.20 Men's Golf Shirt (Short Sleeve)

5.21 Women's Golf Shirt (Short Sleeve)

5.29 Mock Turtleneck

5.17 Golf Shirt (Short Sleeve)

5.25 Mock Turtleneck shirt

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SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
- (i) improper bid security
 - (ii) improper bid execution
 - (iii) incompleteness
 - (iv) offering counter terms and conditions
 - (v) improper or incomplete execution of MBEC documents (if applicable)
- may be disqualified by the City without notice to the bidder. The decision of the City is final.
- 3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 9 of "Terms and Conditions of Bidding and Contract".

3.2 AWARD:

- 3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s), either in whole, by section, whichever is deemed to be in the best interest of the City. Vendor must bid all items in a Section to be considered for award.
- 3.2.2 **LBE Calculation:**
- If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If

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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 \$25,000.00 and awarded as a whole or by section.

3.2.3 PERFORMANCE SECURITY:

Bidder's attention is directed to paragraph 9 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 \$25,000.01. All awards at the \$25,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

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

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

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

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representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

3.2.5

INSURANCE:

Insurance is a requirement for this bid in accordance with Paragraph 14 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 **CITY OF PHILADELPHIA RESPONSIBILITY:**

4.1.1

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

Order Against Contracts

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

4.1.2

Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner.

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Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.

- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
- (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
- (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
- (d) The invoice must show the quantity and type of item or service and the price.
- (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

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

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

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number bid schedule number, the price to the City and the applicable

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contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

4.1.5 **MATERIALS TESTING:**

The City of Philadelphia, may, during the life of this contract, supply a delivered product from this contract to the Materials Testing Laboratory. These products shall be tested to ensure conformance with bid specifications. If product fails, or is different from product supplied at award stage, rejection procedures will be implemented.

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor may deliver only products, services or equipment (as applicable) as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.

4.2.2 Contractor may deliver only products, services or equipment (as applicable) at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).

4.2.3 Contractors may deliver products, services or equipment (as applicable) up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

4.2.4 **DELIVERY:**

Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. **VENDOR NOTE:** In Section 5, specify delivery if other than 30 days.

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4.2.4.1 **Liquidated Damages:**

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

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

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

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

4.2.7 For delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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

4.2.9 **REPORTS**

4.2.9.1 **RECYCLED USAGE REPORTS**

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

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

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a. **Departmental Report**

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

b. **Item Report**

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

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

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

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

Product bid contains recycled content? YES NO

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

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

Is your product shipped in returnable Containers? YES NO

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

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4.2.11 **Invoices/Receipts:**

- 4.2.11.1 Successful bidder(s) agrees not to invoice more than once per month.
- 4.2.11.2 All invoices/receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel..
- 4.2.11.3 Invoices should be sent in triplicate to each ordering department
 - 4.2.11.3.1 One (1) original and two (2) copies fully itemized invoices.
 - 4.2.11.3.2 See also item 4.1.2 above.

4.3 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Promotional Items at the prices set forth in Section 5 for period of twelve (12) months; thereafter, service may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for additional one (1) year period(s). Contractor may increase prices for the subsequent renewal period(s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing.

In no event shall the increased prices exceed contractor's published charges for non-educational state and local governments on the effective date of the adjustment, under similar terms and conditions.

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

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

or

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

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

Failure to notify the City within the time frame specified in 4.3 will result in a commensurate delay in implementing the price change. Example: If prices change effective July 1, but the notice of change is not received by Procurement until June 1, then the price increase effective date will be delayed until September 1.

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

SECTION 5: PRICING

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

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

	UNIT OF	UNIT	TOTAL
QTY	MEASURE	PRICE	AMOUNT

SECTION A - AIRPORT

5.1 Balsa Gliders

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Balsa wood airplane with 8" Wing span, Same Three (3)PMS colors screen-printed in Four(4)locations.

(Estimated quantity for Contract Period – 10,000)

5.1.1	32640 001 100	10	BX	\$_____	\$_____
	Unit Price per Box (1,000 per Box)				
5.1.2	32640 001 100 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge – LO				
5.1.3	32640 001 100 01	1	EA	\$_____	\$_____
	Re-Set Up Charge - EA				
5.1.4	32640 001 100 02	1	LO	\$_____	\$_____
	One Time PMS Color Match Charge – LO				

5.2 **Squeeze Plane**

100% high quality polyurethane, non-toxic and biodegradable, Large squeeze airplane measures 5-1/4" x 5-1/4" x 2-3/4", Three(3) PMS colors, screened at top(one location).

5.2.1	32640 001 102	6	BX	\$_____	\$_____
	Unit Price per Box (500 per Box)				
5.2.2	32640 001 102 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge – LO				
		UNIT OF QTY	MEASURE	UNIT PRICE	TOTAL AMOUNT
5.2.3	32640 001 102 01	1	EA	\$_____	\$_____
	Re-Set-UP Charge – EA				
5.2.4	32640 001 102 02	1	LO	\$_____	\$_____
	One Time PMS Color Match Charge-LO				

5.3 **Umbrella, Large**

60" Jumbo arc umbrella with metal shaft and double ribbed windproof frame, metal shank, wood handle, 100% nylon supplied in Three (3) colors: Navy, Gray and Black, silk-

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screened logo on panel, imprint is white in Two (2) locations. Umbrella is individually packaged in clear plastic sleeve.

(Estimated quantity for Contract Period - 200)

5.3.1	32640 001 105	200	EA	\$_____	\$_____
	Unit Price per Each				
5.3.2	32640 001 105 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.3.3	32640 001 105 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				
5.3.4	32640 001 105 02	1	LO	\$_____	\$_____
	One Time PMS Color Match Charge - LO				

5.4 **White Ceramic Mug**

15oz. White ceramic mug with blue silk-screened logo imprint, and halo in blue. Mugs to be gift boxed in white with blue imprint.

(Estimated quantity for Contract Period - 2,000)

5.4.1	32640 001 143	2,000	EA	\$_____	\$_____
	Unit Price per Each				
			UNIT OF QTY MEASURE	UNIT PRICE	TOTAL AMOUNT
5.4.2	32640 001 143 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.4.3	32640 001 143 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				
5.4.4	32640 001 14302	1	LO	\$_____	\$_____
	One Time PMS Color Charge				

5.5 **Luggage Tag**

Black Cowhide leather tag that accommodates a business card which slips behind an acetate window on back panel and is hidden by a leather strap. Logo is silk-screened on

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front, Leather strap has a metal buckle. Bag Tag measures 3-7/8" x 2-3/8" and is individually packaged.

(Estimated quantity for Contract Period - 2,000)

5.5.1	32640 001 107	2,000	EA	\$_____	\$_____
	Unit Price per Each				
5.5.2	32640 001 107 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.5.3	32640 001 107 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				

5.6 Ticket Jacket

Luxurious Glove-Soft Top Grain Nappa leather lined in Bengaline. Logo is debossed on top front and individuals name debossed below. Ticket Jacket measures 4-5/8" x 9" closed and is individually packaged in a Black Gift Box.

(Estimated quantity for Contract Period - 200)

5.6.1	32640 001 108	200	EA	\$_____	\$_____
	Unit Price per Each				
		UNIT OF QTY	MEASURE	UNIT PRICE	TOTAL AMOUNT
5.6.2	32640 001 108 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.6.3	32640 001 108 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				

5.7 Crayons

Safe, Non-toxic, US FDA Approved, Deluxe crayons boxed in 4-pack (Green, blue, red, yellow) Three (3) color PMS imprint on box, 10,000 packs in one Shrink wrapped order. Crayola Crayons Super pack For Reference Only.

(Estimated quantity for Contract Period - 10,000)

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5.7.1	32640 001 144	10,000	BX	\$_____	\$_____
	Unit Price per Pack				
5.7.2	32640 001 144 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.7.3	32640 001 144 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				
5.7.4	32640 001 144 02	1	LO	\$_____	\$_____
	One Time PMS Color Match Charge - LO				

QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
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5.8 **Plastic Mug**

Stainless Insulated Travel Mug, 16oz., double wall construction with closable thumb slide lid, Three (3) PMS colors on both sides of White mug, individually shrink wrapped.

(Estimated quantity for Contract Period - 1,000)

5.8.1	32640 001 110	1,000	EA	\$_____	\$_____
	Unit Price per Each				
5.8.2	32640 001 110 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.8.3	32640 001 110 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				

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5.8.4 **32640-001-110-02** 1 LO \$_____ \$_____

One Time PMS Color Match Charge – LO

5.9 **CD Holders**

Ribbed CD Holder with zipper closure, front pocket and carrying strap. Inner cloth pockets to hold Twelve (12) CDs, Two (2) color imprints on PMS 295 on front, individually shrink wrapped.

(Estimated quantity for Contract Period - 100)

5.9.1 **32640 001 111** 100 EA \$_____ \$_____

Unit Price per Each

5.9.2 **32640 001 111 00** 1 LO \$_____ \$_____

One Time Set-Up Charge - LO

5.9.3 **32640 001 111 01** 1 EA \$_____ \$_____

Re-Set-Up Charge – EA

5.9.4 **32640 001 111 02** 1 LO \$_____ \$_____

One Time PMS Color Match Charge – LO

	UNIT OF	UNIT	TOTAL
	QTY	MEASURE	PRICE

5.10 **Garment bag**

Deluxe gusseted, 210 Denier Nylon material, garment bag Size: 52” X 22”, Full length side diagonal zipper and a sewn in grommet top, Solid color bag with PHL and/or PNE Color imprint on front of bag. (Wally Bags Style# 625. For Reference Only)

(Estimated quantity for Contract Period - 500)

5.10.1 **32640 001 145** 500 EA \$_____ \$_____

Unit Price per Each

5.10.2 **32640 001 145 00** 1 LO \$_____ \$_____

One Time Set-Up Charge - LO

5.10.3 **32640 001 145 01** 1 EA \$_____ \$_____

Re-Set-Up Charge - EA

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5.11 Messenger Bag

Cotton Canvas Bag, Measures 11" H X 13" W X 41/2" D, Adjustable extra wide cross body strap, organizer panel, padded cell phone pocket on shoulder strap, 1,500 cu. Inch capacity, Color: Dusty Olive. PHL and/or PNE Color imprint. (L.L. Bean #TA55763. For Reference Only)

(Estimated quantity for Contract Period - 1000)

5.11.1	32640 001 146	1000	EA	\$_____	\$_____
	Unit Price per Each				
5.11.2	32640 001 146 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.11.3	32640 001 146 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				

	UNIT OF	UNIT	TOTAL
QTY	MEASURE	PRICE	AMOUNT

5.12 T-Shirt, Men's

50% cotton/50% polyester heavyweight, jersey knit-5.3 oz., reinforced hem-taped high crew neck, hemmed short sleeves-deep-cut armholes-full cut, with Three (3) PMS (Patone Matching System) color silk-screening on two different locations. (Jerzees. for Reference Only)

Colors: White, Black, Brown, Navy Blue, Gray

All Sizes per Paragraph 2.9.1

(Estimated quantity for Contract Period - 1,000)

5.12.1	32640 001 147	700	EA	\$_____	\$_____
	SIZES S-XL Unit Price per Each				
5.12.2	32640 001 260	200	EA	\$_____	\$_____

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SIZES 2X-3X
Unit Price per Each

5.12.3 **32640 001 261** 100 EA \$_____ \$_____

SIZES 4X-6X
Unit Price per Each

5.12.4 **32640 001 115 00** 1 LO \$_____ \$_____

One Time Set-Up Charge - LO

5.12.5 **32640 001 115 01** 1 EA \$_____ \$_____

Re-Set-Up Charge - EA

5.12.6 **32640 001 115 02** 1 LO \$_____ \$_____

One Time PMS Color Match Charge – LO

UNIT OF UNIT TOTAL
QTY MEASURE PRICE AMOUNT

5.13 **T-shirt, boys.** Sizes: XS-XL, 100% cotton, double ply neckband, tag free design. Hanes 20573 for ref.

All Sizes per Paragraph 2.9.1

(Estimated quantity for Contract Period - 200)

5.13.1 **32640 001 268**
Unit Price per Each 200 EA \$_____ \$_____

5.13.2 **32640 001 269** 1 LO \$_____ \$_____

One Time Set-Up Charge - LO

5.13.3 **32640-001-270** 1 EA \$_____ \$_____

Re-Set-Up Charge – EA

5.13.4 **32640-001-271** 1 LO \$_____ \$_____

One Time PMS Color Match Charge – LO

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5.14 **T - Shirt, girls**, Sizes: 7 TO 16. 100% ring spun cotton, tag free, double stitched hem, ribbed cuffs and collar. tag free. Hanes WK752 for ref.
All Sizes per Paragraph 2.9.1

5.14.1	32640-001-272 Sizes: 7 TO 16.	200	EA	\$_____	\$_____
5.14.2	32640-001-273 One Time Set-Up Charge - LO	1	LO	\$_____	\$_____
5.14.3	32640-001-274 Re-Set-Up Charge.	1	EA	\$_____	\$_____
5.14.4	32640 001 275 One Time PMS Color Match	1	EA	\$_____	\$_____

	UNIT OF	UNIT	TOTAL
QTY	MEASURE	PRICE	AMOUNT

5.15 **Airplane Card Holder**

Custom pewter high polished finish 3-D Airplane Business Card Holder with wording on both wings and Logos on the Tail Section. Holder is individually Gift Boxed.

(Estimated quantity for Contract Period - 100)

5.15.1	32640 001 116 Unit Price per Each	100	EA	\$_____	\$_____
5.15.2	32640 001 116 00 One Time Set-Up Charge - LO	1	LO	\$_____	\$_____
5.15.3	32640 001 116 01 Re-Set-Up Charge - EA	1	EA	\$_____	\$_____

5.16 **Clear Paperweight**

Paperweight is 24% Lead Crystal, standing 3-1/2" thick, Round shape, Copy is deep etched on back and must provide White Gift Box with Three (3) color PMS imprint.

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(Estimated quantity for Contract Period - 100)

5.16.1	32640 001 117	100	EA	\$_____	\$_____
	Unit Price per Each				
5.16.2	32640 001 117 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.16.3	32640 001 117 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				
5.16.4	32640 001 117 02	1	LO	\$_____	\$_____
	One Time PMS Color Match Charge - LO				

QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
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5.17 Baseball Cap

100% Cotton Twill, 6-Panel, constructed crown with buckram backing, Top button with 6 sewn eyelets, pre-curved bill, matching sweatband, hideaway buckle and grommet with embroidery (PHL. Logo), heavy stitch coverage required on embroidery.

(Estimated quantity for Contract Period - 1,000)

5.17.1	32640 001 118	1,000	EA	\$_____	\$_____
	Unit Price per Each				
5.17.2	32640 001 118 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.17.3	32640 001 118 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				

5.18 Golf Shirt (Long Sleeve)

Men's, 6.5 Oz. 100% Ring-Spun Cotton Pique, 1 x 1 rib knit cuffs reinforced with spandex to retain shape, Soft ring-spun cotton, seamless body with welt knit collar and sleeve bands, continental placket with three horn buttons and double needle hemmed bottom,

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with embroidery (PHL and/or PNE Logo), Heavy Stitch coverage required on embroidery. (Jerzees #440ML For Reference Only). Colors: Black, Blue, Navy Blue, Gray, Red.

Sizes: All Sizes per Paragraph 2.9.1

(Estimated quantity for Contract Period - 1000)

5.18.1 **32640 001 148** 700 EA \$_____ \$_____

SIZES: S-XL.
Unit Price per Each

5.18.2 **32640 001 262** 200 EA \$_____ \$_____

SIZES:1X-3X.
Unit Price per Each

UNIT OF UNIT TOTAL
QTY MEASURE PRICE AMOUNT

5.18.3 **32640-001-263** 100 EA \$_____ \$_____

SIZES:4X-6X.
Unit Price per Each

5.18.4 **32640 001 148 00** 1 LO \$_____ \$_____

One Time Set-Up Charge - LO

5.18.5 **32640 001 148 01** 1 EA \$_____ \$_____

Re-Set-Up Charge – EA

5.19 **Golf Shirt, Women’s, long sleeve.** 100% preshrunk heavyweight cotton, 5.6 oz. Ribbed cuffs; 3-button placket, high-gloss wood tone buttons; double-needle bottom hem with embroidery (PHL and/or PNE Logo), Heavy Stitch coverage required on embroidery Colors: Black, Blue, Navy Blue, Gray, Red. All Sizes per Paragraph 2.9.1

5.19.1 **32640 001 276**
Sizes: Small – Large 175 EA \$_____ \$_____

5.19.2 **32640 001 277** 225 EA \$_____ \$_____

Sizes: XL-2X

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5.19.3	32640-001-278	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.19.4	32640-001-279	1	EA	\$_____	\$_____
	Re-Set-Up Charge – EA				

State manufacturer and style#: _____

5.20 **Golf Shirt (Short Sleeve), Men's**

5.6 Oz. 50/50 Cotton/Poly, Seamless body with welt knit collar and sleeve band, continental placket with three horn buttons and double needle hemmed bottom, with embroidery (PHL and/or PNE Logo), Heavy Stitch coverage required on embroidery. Color: white, black, blue, navy blue, gray, red. (Jerzees #J300 For Reference Only). All Sizes per Paragraph 2.9.1

		QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
(Estimated quantity for Contract Period - 1000)					
5.20.1	32640 001 149	700	EA	\$_____	\$_____
	Sizes: S-XL Unit Price per Each				
5.20.2	32640 001 266	200	EA	\$_____	\$_____
	SIZES:1X-3X Unit Price per Each				
5.20.3	32640 001 267	100	EA	\$_____	\$_____
	SIZES:4X-6X Unit Price per Each				
5.20.4	32640 001 120 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.20.5	32640 001 120 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge – EA				
5.20.6	32640-001-150-02	1	LO	\$_____	\$_____
	One Time PMS Color match				

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5.21 **Golf Shirt, Women's, Short Sleeve.** 7 oz pique 100% spun cotton, welt collar and cuffs, double stitched, side vents, locker patch, horn tone buttons with to include embroidery (PHL and/or PNE logo. heavy stitch coverage required in embroidery. Colors: black blue, navy blue grey, red. Color to be specified at the time order is placed. Port Authority #L420 for ref. Sizes: All Sizes per Paragraph 2.9.1

5.21.1	32640 001 280 SIZES: S-XL.	175	EA	\$_____	\$_____
5.21.2	32640 001 281 SIZES XL-2X.	225	EA	\$_____	\$_____
5.21.3	32640 001 282 One Time Set-Up Charge - LO	1	LO	\$_____	\$_____
			UNIT OF QTY MEASURE	UNIT PRICE	TOTAL AMOUNT
5.21.4	32640 001 283 Re-Set-Up Charge	1	EA	\$_____	\$_____

5.22 **Ice Scraper**
4" Handle Plastic Ice scraper with Two (2) color silk-screening.

(Estimated quantity for Contract Period - 500)

5.22.1	32640 001 121 Unit Price per Each	500	EA	\$_____	\$_____
5.22.2	32640 001 121 00 One Time Set-Up Charge - LO	1	LO	\$_____	\$_____
5.22.3	32640 001 121 01 Re-Set-Up Charge - EA	1	EA	\$_____	\$_____
5.22.4	32640 001 121 02 One Time PMS Color Match Charge - LO	1	LO	\$_____	\$_____

5.23 **Airplane Key Chain**

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Large die struck metal key chain with a twist-clock attachment, in the shape of an airplane. Key chain measures 1-5/8" x 2-7/8", Logo to be laser engraved on top area. To be individually Gift Boxed.

(Estimated quantity for Contract Period - 400)

5.23.1	32640 001 122	400	EA	\$_____	\$_____
	Unit Price per Each				
5.23.2	32640 001 122 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.23.3	32640 001 122 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				

	UNIT OF	UNIT	TOTAL
	QTY	MEASURE	AMOUNT

5.24 Mouse Pad

Mouse pad, Rubber, Dimension: 7-1/2" x 8-1/2", Thickness: 1/4", Three (3) color silk-screened pad with PHL. Logo in PMS (295) imprint, Pad to be individually wrapped.

(Estimated quantity for Contract Period - 100)

5.24.1	32640 001 123	100	EA	\$_____	\$_____
	Unit Price per Each				
5.24.2	32640 001 123 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.24.3	32640 001 123 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				
5.24.4	32640 001 123 02	1	LO	\$_____	\$_____
	One Time PMS Color Match Charge - LO				

5.25 Retractable Badge Clip

High impact plastic badge holder with vinyl loop and 32" nylon retractable cord. One color Badge (Size: 2-1/2" x 4") with Logo (PHL.) imprint in PMS (295). (Reference is made to #F-34 item at mnamebadgesupplies.com)

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(Estimated quantity for Contract Period - 1,000)

5.25.1	32640 001 124	1,000	EA	\$ _____	\$ _____
	Unit Price per Each				
5.25.2	32640 001 124 00	1	LO	\$ _____	\$ _____
	One Time Set-Up Charge - LO				
5.25.3	32640 001 124 01	1	EA	\$ _____	\$ _____
	Re-Set-Up Charge - EA				

	UNIT OF	UNIT	TOTAL
	QTY	MEASURE	AMOUNT

5.26 **Insulated Six-Pack Lunch/Beverage Bag**

70D/Foam Insulated Six-Pack bag with waterproof lining, Adjustable ¼” wide carrying strap and double zipper closure, mesh outer pocket with zippered compartment. Bag measures 10” x 11” x 6-1/4” and has Two (2) Logos (PHL.), White imprint on PMS (295) Bag silk-screened, in Two (2) locations.

(Estimated quantity for Contract Period - 100)

5.26.1	32640 001 127	100	EA	\$ _____	\$ _____
	Unit Price per Each				
5.26.2	32640 001 127 00	1	LO	\$ _____	\$ _____
	One Time Set-Up Charge - LO				
5.26.3	32640 001 127 01	1	EA	\$ _____	\$ _____
	Re-Set-Up Charge - EA				
5.26 .4	32640 001 127 02	1	LO	\$ _____	\$ _____
	One Time PMS Color Match				

5.27 **American Flag**

4” x 6” Cloth Flag on a wooden stick.

(Estimated quantity for Contract Period - 10,000)

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5.27.1 **32640 001 128** 10,000 EA \$_____ \$_____

 Unit Price per Each

5.28 Retractable Badge Holder

2-1/4" x 4-1/4" Jumbo Jet Badge Holder with 30" retractable line and swivel alligator clip. Four (4) color imprinting process, holders are individually Gift Boxed.

(Estimated quantity for Contract Period - 1,000)

5.28.1 **32640 001 130** 1,000 EA \$_____ \$_____

 Unit Price per Each

	UNIT OF	UNIT	TOTAL
	QTY	MEASURE	AMOUNT

5.28.2 **32640 001 130 00** 1 LO \$_____ \$_____

 One Time Set-Up Charge - LO

5.28.3 **32640 001 130 01** 1 EA \$_____ \$_____

 Re-Set-Up Charge - EA

5.28.4 **32640 001 130 02** 1 LO \$_____ \$_____

 One Time PMS Color Match Charge - LO

5.29 Mock Turtleneck

Cotton fabric, 7.1 oz owe square yard; 2" mock turtle neck collar; tag less neck. Machine washable, non-shrink. 2" cuff on sleeves. Embroidery (PHL and/or PNE logo), heavy stitch required on embroidery. (Carhartt K203 for reference only). All sizes per para. 2.9.1.

(Estimated quantity for Contract Period - 1,000)

5.29.1 **32640 001 150** 800 EA \$_____ \$_____

 Unit Price per Each

5.29.2 **32640 001 284** 200 EA \$_____ \$_____

 SIZES: 1X-3X.

5.29.3 **32640-001-285** 100 EA \$_____ \$_____

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SIZES: 4X-6X.

5.29.4	32640 001 150 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.29.5	32640 001 150 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				

	UNIT OF	UNIT	TOTAL
QTY	MEASURE	PRICE	AMOUNT

5.30 Thick Lanyard

17-1/2" Detachable 3/4" wide Lanyard with split ring, attachable to a Key Tag (Key Tag not supplied). Logo (PHL.) and wording is embroidered into Lanyard.

(Estimated quantity for Contract Period - 1,000)

5.30.1	32640 001 132	1,000	EA	\$_____	\$_____
	Unit Price per Each				
5.30.2	32640 001 132 00	1	LO	\$_____	\$_____
	One Time Set-Up Charge - LO				
5.30.3	32640 001 132 01	1	EA	\$_____	\$_____
	Re-Set-Up Charge - EA				

5.31 Umbrella

Small, 42" arc with metal shaft & Velcro, matching wooden handle, 100% Nylon supplied in (14) colors. Umbrella measures 9 1/4" closed and opened measures 42". Imprint is silk-screened in (2) different locations. Umbrella is individually packaged in clear plastic sleeve.

(Estimated quantity for Contract Period - 500)

5.31.1	32640 001 133	500	EA	\$_____	\$_____
	Unit Price per Each				

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8Z54720	PAGE OF 42 55
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5.31.2	32640 001 133 00 One Time Set-Up Charge – LO	1	LO	\$_____	\$_____
5.31.3	32640 001 133 01 Re-Set-Up Charge –	1	EA	\$_____	\$_____
5.31.4	32640 001 133 02 One Time PMS Color Match Charge	1	LO	\$_____	\$_____

	UNIT OF	UNIT	TOTAL
	QTY	MEASURE	AMOUNT

5.32 **White pens.**

Intensity clic gel, with wide profile, textured rubber grip and chrome plated trim. Ultra smooth gel roller with automatic clip retracting mechanism. Imprint silk screened in (2) PMS colors in (2) different locations. Each pen is individually packaged.

(Estimated quantity 10,000 for the Contract Period)

5.32.1	32640 001 134 Unit price per Each	10,000	EA	\$_____	\$_____
5.32.2	32640 001 134 00 One Time Set-Up Charge – LO	1	LO	\$_____	\$_____
5.32.3	32640 001 134 01 Re-Set-Up Charge	1	EA	\$_____	\$_____
5.32.4	32640 001 134 02 One Time PMS Color Match Charge – LO	1	LO	\$_____	\$_____

5.33 **Air Freshener**, 3 X 4, custom designed. Imprint is silk screened in (2) pms colors in (2) different locations, available with (40) different scenes. Each air freshener is individually packed with matching cord.

5.33.1	32640 001 135 Unit price per Each	5,000	EA	\$_____	\$_____
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5.33.2 **32640 001 135 00**
One Time Set-Up Charge -LO
1 LO \$_____ \$_____

5.33.3 **32640 001 135 01**
Re-Set-Up Charge 1 EA \$_____ \$_____

5.33.4 **32640 001 135 02**
One Time PMS Color Match
Charge - LO 1 LO \$_____ \$_____

UNIT OF UNIT TOTAL
QTY MEASURE PRICE AMOUNT

5.34 **Water Bottle Tote**, with bottom access, sturdy straps with clip and a mini pocket. Imprinting is silk-screened in (2) PMS colors in (2) different locations. Each tote is individually packaged.

5.34.1 **32640 001 137**
Unit price per Each 500 EA \$_____ \$_____

5.34.2 **32640 001 137 00**
One Time Set-Up Charge - LO
1 LO \$_____ \$_____

5.34.3 **32640 001 137 01**
Re-Set-Up Charge 1 EA \$_____ \$_____

5.34.4 **32640 001 137 02**
One Time PMS Color Match
Charge - LO 1 LO \$_____ \$_____

5.35 **Binoculars**, 4 X 30 rubber. Imprint is silk-screened (2) different locations. Each binocular is individually boxed.

5.35.1 **32640 001 138**
Unit price per Each 100 EA \$_____ \$_____

5.35.2 **32640 001 138 00**
One Time Set-Up Charge - LO
1 LO \$_____ \$_____

5.35.3 **32640 001 138 01**

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Re-Set-Up Charge 1 EA \$_____ \$_____

5.35.4 **32640 001 138 02**
One Time PMS Color Match
Charge - LO 1 LO \$_____ \$_____

UNIT OF UNIT TOTAL
QTY MEASURE PRICE AMOUNT

5.36 **Clock/Calculator**, with push button robotic opening, 200 year calendar, world time with alarm, count-down timer, currency exchange function, leatherette pouch and batteries. Imprint is silk screened in (2) PMS colors (2) different locations. Each clock is individually package.

5.36.1 **32640 001 139**
Unit price per Each 250 EA \$_____ \$_____

5.36.2 **32640 001 139 00**
One Time Set-Up Charge - LO
1 LO \$_____ \$_____

5.36.3 **32640 001 139 01**
Re-Set-Up Charge 1 EA \$_____ \$_____

5.36.4 **32640 001 139 02**
One time PMS color match
Charge - LO 1 LO \$_____ \$_____

5.37 **Soft Briefcase**, with bottle holder. Made of 600 denier material with pvc backing outside zipper strap & handles. Bag measures 16 x 13 x 4. Imprint is silk screened in (2) pms colors in (2) different locations. Each briefcase is individually packaged.

(Estimated quantity for the Contract Period - 250)

5.37.1 **32640 001 140**
Unit price per Each 250 EA \$_____ \$_____

5.37.2 **32640 001 140 00**
One Time Set-Up Charge - LO

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8Z54720	PAGE OF 45 55
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		1	LO	\$_____	\$_____		
5.37.3	32640 001 140 01 Re-Set-Up Charge	1	EA	\$_____	\$_____		
5.37.4	32640 001 140 02 One time PMS color match Charge - LO	1	LO	\$_____	\$_____		
			UNIT OF QTY MEASURE	UNIT PRICE	TOTAL AMOUNT		

5.38 **Booties.** Polypropylene non-skid shoe/boot covers. Blue only. No imprint.

5.38.1	32640 001 141 Unit price per Each	5,000	EA	\$_____	\$_____
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5.39 **Mini Mint Tins**

2 ½" X 1 7/8" circular metal tin. Mint flavors: peppermint, spearmint, wintergreen and cinnamon. 2-PMS Color imprints.

5.39.1	32640 001 151 Unit price per Each	2,000	EA	\$_____	\$_____
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5.39.2	32640 001 152 One Time Set-up charge	1	LO	\$_____	\$_____
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5.39.3	32640 001 153 Re-Set-Up Charge	1	EA	\$_____	\$_____
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5.39.4	32640 001 154 One time PMS color match Charge - LO	1	LO	\$_____	\$_____
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5.40 **Note Pad w/ Pen Holder**

3 ½" X 5 ¼" X 2 ½", Vinyl Cover, Bordered Stitching, 3-PMS Color imprints.

5.40.1	32640 001 156 Unit price per Each	2,000	EA	\$_____	\$_____
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5.40.2	32640 001 157 One Time Set-up charge	1	LO	\$_____	\$_____
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8Z54720	PAGE OF 46 55
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5.40.3 **32640 001 158**
Re-Set-Up Charge – LO 1 EA \$_____ \$_____

QTY UNIT OF
MEASURE UNIT
PRICE TOTAL
AMOUNT

5.40.4 **32640-001-159**
One time PMS color match
Charge – LO 1 LO \$_____ \$_____

5.41 **Tin w/ Custom-Shaped Paper Clips**
2 ½” X 1 ¼”, Circular metal tin, Blue vinyl covered custom-shaped paper clips, 3-PMS
Color imprints.

5.41.1 **32640 001 160**
Unit price per Each 2,000 EA \$_____ \$_____

5.41.2 **32640 001 161**
One Time Set-up charge 1 LO \$_____ \$_____

5.41.3 **32640 001 162**
Re-Set-Up Charge 1 EA \$_____ \$_____

5.41.4 **32640 001 163**
One time PMS color match
Charge – LO 1 LO \$_____ \$_____

5.42 **Desk Clock**
4 ¾” X 6 ½” X 2”, Crystal shaped top w/shaped bottom, battery driven quartz movement
inset, dial is Arabic easy to read numbers and black hand.

5.42.1 **32640 001 164**
Unit price per Each 2,000 EA \$_____ \$_____

5.42.2 **32640 001 165**
One Time Set-up charge 1 LO \$_____ \$_____

5.42.3 **32640 001 166**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8Z54720	PAGE OF 47 55
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Re-Set-Up Charge 1 EA \$_____ \$_____

5.42.4 **32640 001 167**
One time PMS color match 1 LO \$_____ \$_____

QTY UNIT OF MEASURE UNIT PRICE TOTAL AMOUNT

5.43 **Small Bags**

5 ¼" X 6" X 8", Color: white paper bag, 3-PMS Color imprints, two (2) paper cord handles.

5.43.1 **32640 001 168**
Unit price per Each 2,000 EA \$_____ \$_____

5.43.2 **32640 001 169**
One Time Set-up charge 1 LO \$_____ \$_____

5.43.3 **32640 001 170**
Re-Set-Up Charge 1 EA \$_____ \$_____

5.43.4 **32640 001 171**
One time PMS color match
Charge - LO 1 LO \$_____ \$_____

5.44 **Large Bags**

10" X 5" X 13", Color: white paper bag, 3-PMS Color imprints, two (2) paper cord handles.

5.44.1 **32640 001 172**
Unit price per Each 2,000 EA \$_____ \$_____

5.44.2 **32640 001 173**
One Time Set-up charge 1 LO \$_____ \$_____

5.44.3 **32640 001 174**
Re-Set-Up Charge - EA 1 EA \$_____ \$_____

5.44.4 **32640 001 175**
One time PMS color match
Charge - LO 1 LO \$_____ \$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8Z54720	PAGE OF 48 55
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5.45 **Memo Cubes**

4" X 4" X 2", plain white paper. Color: Various, 3-PMS Color imprints. (Individually wrapped)

		QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
5.45.1	32640 001 176 Unit price per Each	2,000	EA	\$_____	\$_____
5.45.2	32640 001 177 One Time Set-up charge	1	LO	\$_____	\$_____
5.45.3	32640 001 178 Re-Set-Up Charge – EA	1	EA	\$_____	\$_____
5.45.4	32640 001 179 One time PMS color match Charge – LO	1	LO	\$_____	\$_____

5.46 **1-Qt Plastic Bags**

6" X 9", Color: Clear, 3-PMS Color silk imprints, zip lock bag.

5.46.1	32640 001 180 Unit price per Each	2,000	EA	\$_____	\$_____
5.46.2	32640 001 181 One Time Set-up charge	1	LO	\$_____	\$_____
5.46.3	32640 001 182 Re-Set-Up Charge – EA	1	EA	\$_____	\$_____
5.46.4	32640 001 183 One time PMS color match Charge – LO	1	LO	\$_____	\$_____

5.47 **Throw Blanket**

50" X 60", Color: Various, 3-PMS Color silk screening imprints, 100% polyester fleece w/ matching whip stitch trim, Plush, anti-pill.

5.47.1	32640 001 185	2,000	EA	\$_____	\$_____
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8Z54720	PAGE OF 49 55
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Unit price per Each

5.47.2	32640 001 186 One Time Set-up charge	1	LO	\$_____	\$_____
		QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
5.47.3	32640 001 187 Re-Set-Up Charge – EA	1	EA	\$_____	\$_____
5.47.4	32640-001-188 One time PMS color match Charge – LO	1	LO	\$_____	\$_____
5.48	Luggage Handle Wrap 420D nylon webbing, Foam padded. ID Tag sewn inside wrap, Size: 5 1/2" x 4 1/2", Colors: Various, PHL and/or PNE Color imprint. (L.L. Bean #TA55958. For Reference Only)				
5.48.1	32640 001 189 Unit price per Each	2,000	EA	\$_____	\$_____
5.48.2	32640 001 190 One Time Set-up charge	1	LO	\$_____	\$_____
5.48.3	32640-001-191 Re-Set-Up Charge – EA	1	EA	\$_____	\$_____
5.48.4	32640 001 192 One time PMS color match Charge – LO	1	LO	\$_____	\$_____
EXTENDED TOTAL FOR ITEMS 5.1.1 – 5.48.4 (UNIT PRICE X QUANTITY FOR ALL ITEMS BID)				\$_____	

SECTION B- STREETS DEPARTMENT, RECYCLING DIVISION

5.49 **Crayons**, soy bean. 4 pack. To include: one each blue,

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green, red and yellow; Non-toxic, box size: 1 1/2" w,
3/4" l x 3/8" d. Imprint in blue. Artwork to be provided
by the City.

		QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
5.49.1	32640 001 210 Unit price per Each	5184	PH	\$_____	\$_____
5.49.2	32640 001 211 One Time Set-up charge	1	LO	\$_____	\$_____
5.49.3	32640 001 212 Re-Set-Up Charge	1	EA	\$_____	\$_____
5.49.4	32640 001 213 One time PMS color match 1 Charge - LO	1	LO	\$_____	\$_____
5.50	FRISBEE , REFLYER. 9 1/2" DIAMETER, TRANSLUCENT WITH SWIRLS OF COLOR, MADE FROM POST CONSUMER PLASTIC. IMPRNT IN BLUE, ARTWORK PROVIDED BY THE CITY.				
5.50.1	32640 001 214 Unit price per Each	1000	EA	\$_____	\$_____
5.50.2	32640 001 215 One Time Set-up charge	1	LO	\$_____	\$_____
5.50.3	32640 001 216 Re-Set-Up Charge - EA	1	EA	\$_____	\$_____
5.50.4	32640 001 217 One time PMS color match Charge - LO	1	LO	\$_____	\$_____
5.51	TRASH TRUCK STRESS RELIEVER. 1 1/2" X 4 3/8" X 1 3/4", BLUE OR GREEN - FOAM, NON-TOXIC AND BIODEGRADABLE. IMPRINT IN BLUE ON TOP. ARTWORK PROVIDED BY THE CITY.				
5.51.1	32640 001 218				

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		QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
5.53.3	32640 001 228 Re-Set-Up Charge – EA	1	EA	\$_____	\$_____
5.53.4	32640 001 229 One time PMS color match Charge – LO	1	LO	\$_____	\$_____
5.54	BOOK COVER. Environmental Designs 4 color print made from 100% recycled paper. Imprint in black				
5.54.1	32640 001 230 Unit price per Each Standard design	10,000	EA	\$_____	\$_____
5.54.2	32640 001 254 Custom Graphic Design Unit price per Each	10,000	EA	\$_____	\$_____
5.54.3	32640 001 231 One Time Set-up charge	1	LO	\$_____	\$_____
5.54.4	32640 001 232 Re-Set-Up Charge – EA	1	EA	\$_____	\$_____
5.54.5	32640 001 233 One time PMS color match Charge – LO	1	LO	\$_____	\$_____
5.55	BUTTONS, Custom Designed. Recycled steel body, white, 1 3/4" rounds, prints 4 color process, artwork.				
5.55.1	32640 001 234 Unit price per Each (standard graphic design)	20,000	EA	\$_____	\$_____
5.55.2	32640-001-255 Unit price per Each (custom graphic design)	20,000	EA	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8Z54720	PAGE OF 53 55
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		QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
5.55.3	32640 001 235 One Time Set-up charge	1	LO	\$_____	\$_____
5.55.4	32640 001 236 Re-Set-Up Charge – EA	1	EA	\$_____	\$_____
5.55.5	32640 001 237 One time PMS color match Charge – LO	1	LO	\$_____	\$_____
5.56	BAG , drawstring, white, 9 1/2". Imprint area: 7 1/2" X 8". Artwork to be provided by the City.				
5.56.1	32640-001-242 Unit price per Each	5,000	EA	\$_____	\$_____
5.56.2	32640 001 243 One Time Set-up charge	1	LO	\$_____	\$_____
5.56.3	32640 001 244 Re-Set-Up Charge – EA	1	EA	\$_____	\$_____
5.56.4	32640 001 245 One time PMS color match Charge – LO	1	LO	\$_____	\$_____
5.57	PENCIL , currency, 7 1/2" long, green, including ferrule and eraser, white imprint. To be made of old made of old shredded paper money. #2 graphite. Artwork to be provided by the City.				
5.57.1	32640-001-246 Unit price per Each	20,000	EA	\$_____	\$_____
5.57.2	32640 001 247 One Time Set-up charge	1	LO	\$_____	\$_____
			UNIT OF	UNIT	TOTAL

SAMPLE SUBMITTAL FORM
To be submitted with samples for
Invitation and Bid: _____

PROCUREMENT SAMPLE SUBMITTAL	SUBMIT TO: Procurement Department Procurement Buyer, Room 120 MSB Building 1401-J.F.Kennedy Blvd. Philadelphia, PA 19102
Vendor Name: _____ Bid Number: _____ Address: _____ Phone # : _____ Opening Date: _____ Contact Name: _____ Item Reference No. from Bid (Section5): _____ Manufacturers Brand and Number: _____	
Remarks:	

REQUEST FOR TEST	TO: MATERIALS ENGINEERING LABORTORY Room 120 Municipal Services Building 1401-J.F.Kennedy Blvd. Philadelphia, PA 19102	LAB NO.
SAMPLE NO.	MANUFACTURER	DATE
CONTRACT NO. OR JOB	LOCATION: Procurement Department, Rm. 120 Municipal Service s Bldg. Phila, PA., 19102	
DESCRIPTION OF SAMPLE		
INTENDED USE		
SPECIFICATION		
<input type="checkbox"/> MATERIALS NOW IN USE <input checked="" type="checkbox"/> MATERIAL SUBMITTED PRIOR TO USE		
REMARKS		
SUBMITTING DEPT. AND UNIT PROCUREMENT	PHONE NO. (215) 686-4791	ENGINEER OR INSPECTOR (Signature) PRPI

**CITY OF PHILADELPHIA
 PROCUREMENT DEPARTMENT
 ROOM 170 MUNICIPAL SERVICES BUILDING
 1401 J.F.K. BLVD., PHILA., PA 19102**

Bidder's Certification of Recycled Content and other Paper Properties

Invitation and Bid Number: ..S8-Z5472-0

Opening Date: _____

I _____ of _____ certify that the items listed below, contain Recycled Content which conforms to the City of Philadelphia definitions of recycled stock as specified in this bid:

<u>ITEM NO.</u>	<u>PRODUCT</u>	<u>BRAND NAME</u>	<u>MINIMUM PERCENTAGE OF POST CONSUMER MATERIAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The paper stock to be used for the above items will be/is manufactured by this mill to contain not less than the percentages of recycled materials noted above in accordance with the definitions contained in this Invitation and Bid document.

It is agreed that Representatives of the City of Philadelphia Procurement Department, Division of Standards and Purchase Groups shall have access to the mill and purchase-production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above paper(s) furnished to the City of Philadelphia.

Name of Paper Mill: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Affidavit Submitted on Behalf of: _____

Signature of Mill Representative _____

Official Titled: _____

Dated: _____

Sworn to before me this _____ day of _____, 2008

Notary Public

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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



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

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **fee of \$10.00** 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.

PLEASE NOTE INCREASED FEE Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

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

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

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

DO NOT SEND CASH



CITY OF PHILADELPHIA

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

Janet Hagan
Acting Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2007 – June 30, 2008

(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 \$25,000 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 \$25,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2007 to June 30, 2008**, complete the enclosed application and return it with a check for **\$120.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" 2007 – 2008 on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

- A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/07 to 6/30/08
(NO PERSONAL CHECKS)

Internal Use Only

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



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685
(215) 686-4750
FAX (215) 686-4728

JANET HAGAN
Acting Procurement Commissioner

December 1, 2006

Dear Vendor:

Effective **February 1, 2007**, the City of Philadelphia, Procurement Department, will be implementing the following change regarding vendors' Bid Security Checks.

Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors original bid security checks will no longer be returned. Instead, the City will issue a check to those vendors, in the amount of the security deposit, after the contract award and/or contract conformance.

The City of Philadelphia will continue to enroll interested Service, Supplies and Equipment vendors in the Master Bid Security Program. To participate in the program, vendors can obtain an application by going to www.phila.gov/bids and clicking on July 1, 2006 to June 30, 2008 under Master Bid Security.

Sincerely,

Janet Hagan
Acting Procurement Commissioner



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

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

Vincent Jannetti
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)

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
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 - \$ 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 an annual bid bond, 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
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

EVALUATION AND AWARD

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

8. RESPONSIVENESS. Subject to the right of the Procurement Commissioner to waive nonresponsiveness 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 nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsiveness is not material to the Invitation and Bid or that a waiver of the nonresponsiveness 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 nonresponsiveness shall be final and any bid rejected as nonresponsive shall not be eligible for contract award.

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

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

stated in the written determination finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$25,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$25,000. If the amount of the contract to be awarded is greater than \$25,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

TAX MATTERS

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

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

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

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

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

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

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

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

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

GENERAL INFORMATION

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

25. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

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

**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 \$25,000, 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)



CITY OF PHILADELPHIA

OFFICE OF THE DIRECTOR OF FINANCE
Room 1330 Municipal Services Building
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

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's website: www.phila.gov, click on Vendor Invoice Information under the Help Me Section of the home page, enter your Federal Employer Identification Number (FEIN) and a valid active purchase order. Then, agree to a waiver statement and follow the prompts to get an up to date status on your payments.

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 new system, please e-mail us using the question and comment field provided on the site.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent J. Jannetti'.

Vincent J. Jannetti
Acting Director of Finance