

**INFORMATION  
FOR  
VENDORS**

**CITY OF ALLENTOWN  
PENNSYLVANIA**



**BARBARA J. MOLITORIS  
PURCHASING AGENT**

**SCOTT D. BRODT  
SENIOR BUYER**

**JUDY SNYDER  
BUYER**

**BETH ANN STROHL  
PURCHASING CONTRACT ADMINISTRATOR**



City of Allentown  
Department of Finance  
Purchasing Office  
435 Hamilton Street, Room 234  
Allentown, PA 18101  
Phone: 610-437-7624  
Fax: 610-437-7618

## **GENERAL INFORMATION**

This booklet has been prepared with you in mind. It is the intent of the City of Allentown to make vendor-city relations pleasant, professional and profitable for both you and the City. Profit to the City means more purchasing power for every dollar spent.

The information in this booklet is intended as a guide only. Specific instructions are published and available for each purchase. If you have any questions, please contact the Purchasing Office.

Allentown City Hall  
Purchasing Office  
435 Hamilton Street, Room 234  
Allentown, PA18101  
Phone: (610) 437-7624  
Fax: (610) 437-7618  
Office hours 8:00 a.m. to 4:30 p.m.  
Monday through Friday

Salespeople are seen on Thursdays between 9:00 a.m. and 3:00 p.m. without an appointment. If a Thursday is not convenient, an appointment may be reserved by calling the Purchasing Office.

- If your business is to sell a service or product, you can probably sell it to the City of Allentown.
- You will find dealing with the City is easy. Purchases are made through a detailed, comprehensive system of specifications and competitive bidding as outlined by City ordinance and State law. The system insures that the contract goes to the lowest responsible bidder who complies with our specifications.
- The City of Allentown has a centralized purchasing operation. All purchases shall go through the Purchasing Office. Authority is granted by City ordinance and State law.
- All bidders will be afforded equal opportunity to quote and to compete in all areas.

## **VENDORS' LIST**

A list of vendors is maintained by the Purchasing Office. This list is maintained by commodity/service. Vendors who wish to sell a commodity/service to the City of Allentown must complete a Vendor Information Form. Applications are available on the City's website, [www.allentownpa.gov](http://www.allentownpa.gov), or may be picked up in the Purchasing Office. Completion of the form will place you on the City's vendor list. Vendors on the list will be contacted when the commodity/service they provide is needed by the City. If a vendor does not respond to three (3) consecutive bid invitations, the company name is removed from the vendor list.

## **BIDDING**

There are two (2) types of bids:

- A. Professional Services:
  - 1. Those less than \$40,000.00 are controlled by internal procedures.
  - 2. \$40,000.00 and greater are formal Requests for Proposals.
  
- B. All others, Including Construction Contracts:
  - 1. Those less than \$40,000.00 are controlled by internal procedures.
  - 2. \$40,000.00 and greater are formal Invitations to Bid.

## **FORMAL BID**

When formal bids are required, several steps are involved:

- A. Specifications are prepared.
  
- B. An advertisement is placed on the City website, [www.allentownpa.gov](http://www.allentownpa.gov), and/or in a local newspaper at least ten (10) days preceding the last day set for the receipt of the bid.
  
- C. All vendors who have requested to be put on the bid list for the commodity advertised will be notified.
  
- D. There will be a formal bid opening.

## **QUOTATIONS**

- A. \$1.00 to \$3,999.99 – One (1) quote (written or verbal).
- B. \$4,000.00 to \$9,999.99 - At least two (2) competitive quotes (written or verbal).
- C. \$10,000.00 to \$39,999.99 - At least three (3) competitive quotes (written).
  - 1. Does not require advertising.
  - 2. Controlled by internal policy and procedures.
- D. \$40,000.00 and greater is a formal Invitation to Bid.

## **BONDING REQUIREMENTS**

All formal bids require a Performance Bond (100% of Contract Price) due before the contract signing.

Any formal bid over \$10,000 for the construction, alteration, or repair of any public work or improvement shall require a Labor and Material Bond to assure payment to all subcontractors or vendors (100% of Contract Price), due before the contract signing.

Maintenance Bond in the amount of 10% to be retained by the City for 12 or 18 months, depending, and due before final payment can be made.

## **BID SECURITY**

Each bid shall be accompanied by a Bid Bond signed by a surety company authorized to do business in Pennsylvania in the amount equal to ten (10%) percent of the bid total or a Certified Check, an Irrevocable Letter of Credit, or bank check in an amount equal to ten (10%) percent of the bid total. No faxed bid security will be accepted by the City of Allentown.

## **INDEMNIFICATION**

The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.

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The Contractor shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless the City, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance hereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event the City or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not the City or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

### **INSURANCE**

The Contractor, prior to commencing work, shall provide, at its own expense, the following insurance to the City of Allentown, evidenced by Certificates of Insurance.

Each Certificate shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Department of Finance, Mr. Timothy Duncan, Safety and Risk Manager. Certificates of Insurance should be provided annually.

Nothing contained in this section shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the contract.

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Workers' Compensation including Occupational Disease and Employer's Liability Insurance.

- a. Statutory - Amounts and coverage as required by Pennsylvania Workmen's Compensation and Occupational Disease Laws.
- b. Employer's Liability - Bodily injury by:
  - Accident \$100,000 each
  - Disease \$500,000 minimum policy limit
  - Disease \$100,000 each employee

### Liability

The vendor shall maintain a commercial general liability insurance policy, using an occurrence form of coverage. The required coverage forms are:

- a. Comprehensive
- b. Premises – Operation
- c. Products/Completed Operations
- d. Contractual Insurance
- e. Independent Contractor
- f. Explosion, Collapse and Underground Hazard

The General Liability policy shall have a minimum limit of liability of \$1,000,000 minimum, per occurrence.

Automobile liability coverage with minimum combined single limits of \$500,000 per occurrence. This insurance shall include bodily injury and property damage for the following coverage:

- a. Owned;
- b. Non-owned; and
- c. Hired vehicles.

The bidder shall obtain total minimum coverage limits of \$2,000,000 per occurrence. The additional limits above the General Liability and Automobile Liability policies (required above) may be provided by Excess and/or Umbrella Liability policies.

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All policies shall name the City of Allentown, its officers, agents and employees as additional insured. This coverage shall be reflected on the certificates of insurance.

The firm shall require the same insurances that are required to be carried by the City to be carried by any subcontractor and independent contractors and to obtain certificates of insurance before subcontractors are permitted to begin work.

The firm provides that its insurance coverage is primary and that any insurance or self-insurance maintained by the City, its officers, servants and employees shall be in excess of the firm's insurance and shall not contribute to it.

### **TAXES**

The City is exempt from State and Federal taxes. Any price or prices quoted shall be met, exclusive of such taxes. Where permitted by law, the contractor may claim an exemption from Commonwealth of Pennsylvania sales tax for the purchase of materials, supplies, equipment, or parts needed for completion of bid requirements by submitting the appropriate Exemption Certificates to the Commonwealth of Pennsylvania. For materials purchased for the completion of construction contracts, such as the installation of water main/sanitary sewer construction contracts, the contractor should contact the Pennsylvania Department of Revenue, Office of Chief Counsel, Dept. 281061, Harrisburg, PA 17128 -1061

### **CONTRACTOR LIABILITY**

Each contractor is required to be in compliance with the City of Allentown local tax requirements. Accordingly, each contractor shall register for and obtain a business tax license prior to the award of a contract. Each contractor shall have on file in the office of the Purchasing Agent, prior to a bid opening, a contractor's statement dated not earlier than January first (1<sup>st</sup>) of the current year certifying that the contractor has met all of its City of Allentown local tax requirements.

Forms are available at the office of the Department of Finance, Bureau of Revenue and Audit, Room 215, City Hall, 435 Hamilton Street, Allentown, PA 18101. Failure to have a current contractor's statement on file in the office of the Purchasing Agent at the time of a bid opening may be cause for the rejection of contractor's proposal. Call Ms. Karen A. Csanadi, Revenue and Audit Manager, at 610-437-7506, if you have any questions regarding Tax Certification Form.

## **ETHICAL CODE**

City of Allentown Government personnel subscribe to and support a high level of ethical and moral conduct. Acceptance of gifts or gratuities of any kind is prohibited by government purchasing ethics.

**- END OF 'INFORMATION FOR VENDORS' BROCHURE -**