

**INFORMATION  
FOR  
VENDORS**

**CITY OF ALLENTOWN  
PENNSYLVANIA**



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City of Allentown  
Purchasing Office  
435 Hamilton Street, Room 234  
Allentown, PA 18101  
Phone: 610-437-7624  
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## **GENERAL INFORMATION**

This booklet has been prepared with you, the Vendor, 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  
Email: [purchasing.agent@allentownpa.gov](mailto:purchasing.agent@allentownpa.gov)  
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. This system ensures that the City awards to the lowest responsible bidder who complies with our specifications.
- The City of Allentown has a centralized purchasing operation. All purchases must 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.

## **VENDOR REGISTRATION**

The City of Allentown uses Public Purchase, a web based eProcurement service for Vendor Registrations and Requests for Quotation between \$1,000.00 to \$39,999.99.

Registration through Public Purchase is FREE and allows suppliers to update and change their information at any time. In order to receive notifications from the City, vendors will need to register through the following two-step process:

### **1 - Register with Public Purchase:**

Use the link below to begin the registration process and select the “Free Registration” option. It can take up to 24 hours to activate your account. You will receive an email from [notifications@publicpurchase.com](mailto:notifications@publicpurchase.com) letting you know when your account has been activated.

<https://www.publicpurchase.com/gems/register/vendor/register>

### **2 - Register with the City of Allentown:**

Once you have received your activation email from Public Purchase, log into [www.publicpurchase.com](http://www.publicpurchase.com) and accept the terms and conditions of use. Then click on the link below to start your registration process with the City.

The City requires that you select the appropriate NIGP Commodity Codes for quote notifications and complete a Product Manufacture Labor Standards Compliance Form and a W-9 form for tax purposes. It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities from the City.

<http://www.publicpurchase.com/gems/allentown,pa/buyer/public/home>

If you need further assistance with this process please contact Public Purchase directly at [support@publicpurchase.com](mailto:support@publicpurchase.com).

## **PURCHASING THRESHOLDS**

- 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.

## **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.

## **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.

## **PREVAILING WAGE RATES**

The City of Allentown requires prevailing wage rates for public improvement projects of \$25,000 or greater.

## **PUBLIC WORKS VERIFICATION FORM**

Contractors performing under public works contracts are subject to the provisions, duties, obligations and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1-167.11. Contractors must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the City with its proposal package.

The form and relevant information can be found on the Department of General Services' web site at [www.dgs.state.pa.us](http://www.dgs.state.pa.us) or by contacting the Public Works Employment Verification Compliance Office, Department of General Services, Room 105 Tent Building, 18th and Herr Streets, Harrisburg, PA 17125, Phone: (717) 214-3668, Fax: (717) 214-3669.

## **PROJECT LABOR STABILIZATION AGREEMENTS**

The City of Allentown may, at its discretion, issue Invitations to Bid requiring a Project Labor Stabilization Agreement (PLSA). If required, contractors will be required to enter into a PLSA under the terms and in a form substantively consistent with those as set forth in the City's standard agreement. Each PLSA shall pertain to and shall expire and be of no further force or effect upon the completion of the project.

## **INDEMNIFICATION**

Contractors 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. Contractors 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. Contractors 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

Vendors, prior to commencing work, shall provide, at their own expense, the following insurance to the City of Allentown as evidenced.

Certificates of Insurance, ONLY if the insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement. Both the endorsement and the certificate are required.

Or

Provide the CGL policy so that the City of Allentown can confirm that there is sufficient coverage as an additional insured under the existing policy showing that any person(s) or organization(s) shown in the Schedule is also an additional insured, then the COI along with the policy are acceptable.

Or

Separate Additional Insured Endorsement naming the City of Allentown as additional insured.

We must require the organization or its CGL insurance company to provide notice to the City of changes in the CGL policy that affects our coverage as an additional insured no less than thirty (30) days prior to cancellation or material change in the policies to the Risk Management Department.

Certificates of Insurance, along with the appropriate endorsement, if your insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement, both the endorsement and the certificate should be provided. Whatever is provided as proof must be provided annually, as long as the contract between the City and the insured is in effect.

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.

- 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

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## INSURANCE

- 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 per occurrence.

- Automobile liability coverage with minimum combined single limits of \$1,000,000 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.

- All policies shall name the City of Allentown, its officers, agents and employees as additional insured. Additional insured coverage is to be added to the CGL policy by endorsement. 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 the proof by endorsement 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.

## **CONTRACTOR LIABILITY**

Vendors are required to be in compliance with the City of Allentown's local tax requirements. Accordingly, vendors performing business in the City of Allentown must register for and obtain a business tax license. Resident and Non-Resident Business License Questionnaire Forms are available from the Bureau of Revenue and Audit, Room 215, City Hall, 435 Hamilton Street, Allentown, PA 18101. Vendors must contact the Bureau of Revenue and Audit, at 610-437-7506, with questions on obtaining and maintaining a current City Business License.

## **AUTHORITY**

The Purchasing Agent, as the designee of the Mayor, has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, purchase order or other award issued by the City of Allentown. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the City of Allentown for indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

## **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 -**