

BID OPENING DATE AND TIME

On: JANUARY 06, 2014

AT: 10:30 A.M.

BID NO. A3Z59360	PAGE 1 OF 44	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW <small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNING BIDS WILL NOT BE ACCEPTED.</small>
<small>This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.</small>		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	NAME AND ADDRESS OF FIRM
<small>DEPARTMENT</small> VARIOUS	<small>DIVISION</small> VARIOUS		
<small>AWARDED</small>			
<small>DATE</small> FOR THE PROCUREMENT COMMISSIONER			<small>Federal EIN/Social Security Number</small>
			BUYER: J. MANTON T. WATERS

TITLE OF BID: ENGINE REPAIR AND OVERHAUL/TRANSMISSION REBUILD AND EXCHANGE

GENERAL INFORMATION

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

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

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

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

For City Use Only

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

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

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

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

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

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

Company Name	Address	Certification Status (MBE, WBE or DSBE)	Type of Work/Supply Effort
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 2 44
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Engine Repair and Overhaul/Transmission Rebuild and Exchange**

1.2 **SCHEDULE NO: 332**

1.3 **CONTRACT TERM:** Date of Award (DOA) through twelve (12) months (“Initial Term”), with an option to renew for up to two (2) additional one (1) year periods plus a renewal period ending 10/31/17, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 3 44
		FIRM NAME (Must be filled in)	

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

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

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for Engine/Transmission Repair Services 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 as stated in Section 1.8.3.**

All bids submitted with a total greater than \$32,000.01 must be accompanied by the proper Bid Security.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3259360	PAGE OF 4 44
		FIRM NAME (Must be filled in)	

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

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

1.7.2 **Bids Opening July 1, 2013 through June 30, 2014**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2013 – June 30, 2014** by submitting a check in the amount of **\$140.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

1.7.3 If the bidder is not enrolled and does not intend to enroll; 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 of **\$4,000.00**.

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.

1.8.3 **Estimated Expenditures for Contract Period\$100,000**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 5 44
		FIRM NAME (Must be filled in)	

1.9 **BID SUBMISSION:**

- 1.9.1 All bids submitted to the City of Philadelphia must adhere to the bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.
- 1.9.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.
- 1.9.3 Vendors must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- 1.9.4 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- 1.9.5 All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.
- 1.9.6 Vendor's bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications. All pricing must be completed on the forms provided and must be in **ink or typed**.
- 1.9.7 **BID PROCESSING FEE:**
For purposes of this bid ONLY, bidder MUST submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of \$50.00 to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 6 44
		FIRM NAME (Must be filled in)	

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

Bidder’s LBE Certification Number_____

Further, through submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference: “Throughout the entirety of the contract, my company or my subcontractor(s)¹ will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry.”

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

1.9.9 BIDDERS MUST SUBMIT A COPY OF THE LATEST PARTS' PRICE LIST UPON WHICH THEY ARE QUOTING THE CITY RESERVES THE RIGHT TO REJECT BRANDS OF AFTER MARKET PARTS USED WHEN CHRONIC FAILURES OCCUR. THE VENDOR MAY UTILIZE CITY APPROVED AFTER MARKET PARTS FOR REPAIR WHEN APPLICABLE AS STATED BELOW.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 7 44
		FIRM NAME (Must be filled in)	

1.9.9.1 The price list to be submitted is for verification of product and price only. Bidder agrees that any other product information submitted by the bidder in connection with this bid is for purposes of product description, price information and specification only. Bidder agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

1.9.10 For Original Equipment Manufacturer (herein referred to as OEM) Factory/Remanufacturer Transmission Exchange Program in Section C: The bidder MUST submit with their bid a letter from the OEM stating that they are an authorized representative and are qualified to participate in their Factory/Remanufacturer Exchange Program.

1.9.11 For Original Equipment Manufacturer (herein referred to as OEM) Fixed Cost Engine Replacement, Ford and General Motors, as stated in Section G: The bidder MUST submit with their bid a letter from the OEM stating that they are an OEM authorized Fleet service Center.

1.9.12 Bidders are to submit with the bid representative sections of the price list bidder intends to use for the purposes of this bid. These representative sections may be in a hard copy or in electronic form (i.e., CD ROM, disk, etc.). At time of award, vendor must submit the manufacturer's list price book in Adobe Acrobat PDF file or CD ROM to the buyer. Vendor must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.

1.9.13 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 8 44
		FIRM NAME (Must be filled in)	

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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 9 44
		FIRM NAME (Must be filled in)	

1.9.14 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 10 44
		FIRM NAME (Must be filled in)	

1.10 BIDDER QUALIFICATION:

1.10.1 Upon request of the City of Philadelphia, successful bidder(s) must be prepared to demonstrate competency in the repair of equipment for which a bid is submitted.

All facilities, equipment, staffing and/or samples of completed work may be inspected by the City of Philadelphia prior to award of contract for compliance with the intentions of these specifications. Failure to so comply shall be cause for rejection of bid.

The City of Philadelphia has many complex vehicles and equipment. This bid is utilized primarily for the overhaul of engines/transmissions in heavy duty on and off road vehicles. Bidders must meet the following minimum qualifications:

- A. Awarded vendor must be able to accommodate larger sized vehicles with weight ratios starting at 45,000 lbs.
- B. Garage facility must be large enough to accommodate a minimum of four heavy duty vehicles with a minimum width of 9ft-9 in. and height of 12 ft and length of 54 ft-11 in. inside at one time.
- C. Experienced, professional service staff: All contractors' agents must be fully trained, factory authorized at heavy truck level, as well as being ASE Master Medium/Heavy Truck certified Technicians. OFM team will inspect the facility of the proposed awardees to ensure facility and equipment are as required in section 1.10. We will physically request to see all tools, equipment, employee certificates, etc as required.
- D. This bid requires Single Line responsibility. Parts and Component cleaning as well as dynamometer shall be permitted to be subcontracted as outlined in this invitation and bid. No other subcontracting shall be permitted or allowed. Awarded vendor must possess all vehicles, tools, parts, equipment, instruments and supplies necessary to perform the services up to and including heavy truck as specified in this invitation and bid. Equipment/Supplies to include but not be limited to:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 11 44
		FIRM NAME (Must be filled in)	

- Overhead crane
- Industrial lift jacks
- A frame portable crane
- Fork lift with adapter
- Machine shop
- Rebuild bench
- Wash down tables
- Cleaning ovens
- Vibratory tanks
- Diagnostic software required to complete repairs on equipment as listed herein.
- Diagnostic equipment to be able to flash both in and out of chassis.
- OEM or motor manufacturer's flat rate labor time guide on premises.

E. Vendor must be a manufacturer's agent capable of providing manufacturer warranty for equipment on all levels of vehicles up to and including heavy truck.

F. Shall be fully insured and bondable for environmental or pollution liability.

G. **SECURITY**
All City vehicles to be repaired under the contract(s) resulting from this Invitation and Bid (IAB) must be stored in a secured area with an off-street, fenced-in lot with security protection.

1.10.2 Successful bidder(s) should have a service facility no more than fifty (50) miles from City Hall.

1.10.3 **Competence of Bidder**

Proof will be required of each bidder that he/she has satisfactorily maintained equipment of the same scope and complexity as the equipment described in this bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 12 44
		FIRM NAME (Must be filled in)	

References shall be provided below that are pertinent to the commodity requested in this Invitation and Bid and demonstrate the bidders ability to perform on a contract of this size and scope. In addition, bidder shall submit with this bid a list of at least two equivalent City or municipal government installations to which he has provided such services under contract.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 13 44
		FIRM NAME (Must be filled in)	

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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 14 44
		FIRM NAME (Must be filled in)	

SECTION 2: SPECIFICATIONS

2.1 Successful bidders shall provide all labor, materials supplies, tools equipment, services and all incidental items not specified, but reasonably implied or necessary to satisfactorily perform gasoline and/or diesel engine repair and transmission exchange as requested and upon approval from the Office of Fleet Management (OFM).

2.2 All work performed under the contract(s) resulting from this Invitation and Bid shall be paid for at the rates quoted in Section 5, "Pricing." The only additional prices allowed will be those covered by "Add-ons." as specified in Section 4 below. These prices will be for services similar to, but not specifically mentioned, in the Invitation and Bid.

2.3 **SCOPE OF WORK**

The principal work of this contract will consist of the following:

SECTION A - Engine Overhaul and Repair (Diesel)

SECTION F – Fixed Labor Cost Engine Replacement: Ford and General Motors (Gasoline)

The City reserves the option to have repair services done in-chassis or out-of chassis.

All services for engines and transmissions are to be completed in a time frame that approximates the time allotted in the OEM or Motor manufacturer’s labor time guide.

Bidder shall state the Labor time guide to be used: _____

Bidders must agree that the Flat Rate Book will be available for inspection, by City personnel at bidder’s place of business throughout the entire contract period resulting from this Invitation and Bid.

IN NO CASE WILL THE CITY PERMIT SEPARATE CHARGES FOR ITEMS SUCH AS: SHOP SUPPLIES, SOLVENTS, SCOTCH BRITE, PAINT, SEALANT, ETC. THERE SHALL ALSO BE NO CHARGES ALLOWED FOR A WASTE OIL OR ENVIRONMENTAL CHARGE.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 15 44
		FIRM NAME (Must be filled in)	

2.3.1 General Information

Core charges shall be paid based upon the discount from list. There shall be a provision to pay core charges in the contract resulting from this Invitation and Bid.

Equipment covered under this Invitation and Bid to include but not be limited to:

2.3.1.1 Engines

2.3.1.1.1 Diesel

Caterpillar: 3208, 3306, C12, C10, C7/3126
 Cummins: 8.3C, 5.9B, 855, M11, NT/N14, ISB, ISC, ISL, ISM
 Case: 4-390
 Detroit: 6-71, 6V92, 8V92, Series 60
 International: DT-360, DT466E, DT530, 7.3L, 6.0L, 6.4L
 Miscellaneous: GMC, Perkins, Ford, Mack, Hercules/White, Fiat Allis, John Deere, Mercedes Benz, Waukesha, Isuzu, and Deutz
 UD Nissan, Hino, and Volvo

2.3.1.1.2 Gasoline

Ford: 4.0L – Explorer
 Ford: 4.6L – Crown Victoria Police Interceptor
 Ford: 3.0L and 3.0L Duratech – Taurus
 Chevrolet: 3.8L – Impala Police Interceptor
 3.9L – Impala Interceptor
 3.6L – Impala Interceptor

2.3.1.2 Parts

Parts used with Repair Service shall be at a discount from MFR's current list price.

Discount MUST remain firm for the life of this contract, although list may be updated in the event of price changes in the published price lists established by the Manufacturer.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 16 44
		FIRM NAME (Must be filled in)	

The Manufacturer's list price shall be the current published price list at the time of the bid opening. Discount will remain firm for the entire period of the contract to include any subsequent renewal and/or extension period(s). No overhead expenses, etc. shall apply to these parts costs. Any additional costs must be factored into the vendor's quoted labor rates.

or

Parts priced at Vendor's actual acquisition cost plus Markup. Vendor to state mark up to cost. Parts shall be reimbursed by the City at vendor's actual purchase cost from their supplier (as shown on supplier's invoice) + Vendor's stated Mark-Up (to be supported by supplier's invoices). Vendor must Submit a copy of original supplier's invoice to the City. No overhead, expenses, etc. shall apply of these parts costs. And overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

2.3.1.3 Dynamometer Testing

Dynamometer and valve body test equipment does not have to be on bidder's premises but must be readily (same day) available to the awarded bidder.

2.3.1.3.1 ENGINE

All engine dynamometer tests will be performed at the City's request. The vendor will be responsible for performing engine dynamometer testing.

Dynamometer tests will be paid for at the flat rate charge listed in Section 5.

2.4 **SECTION A - DIESEL ENGINE OVERHAUL AND REPAIR**

This section shall include overhaul of existing engine, replacement of failed engine with a reconditioned engine, and/or related repairs in various applications Cab Over, Conventional short, medium or long as directed by Fleet Management designee.

These repair functions shall include:

Replacement of all serviceable parts and/or components as suggested by the OEM or related industry standard practice workmanship.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 17 44
		FIRM NAME (Must be filled in)	

Radiators, charge air coolers, heat exchangers, etc, as needed. Parts and/ or components will be removed by the successful bidder.

Where applicable, overhauls shall include but not be limited to:

- Liner kits including rings
- Rods reconditioned with new rod and main bearings
- Cylinder Head reconditioned
- Injectors, blower, fuel pump and water pump exchanged
- Turbo charger
- All gaskets and seals
- Radiator (R and R) for cleaning and service
- Replace all belts and hoses

2.4.1 **Subcontracting:**

Subcontracting of parts and component cleaning, shall be allowed under this invitation and bid. Parts/Components shall be picked up and cleaned by a radiator repair service contractor. Awarded vendor shall be REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUBCONTRACTOR PLUS A 5% MARK-UP to cover vendor's administrative costs. Vendor must submit a copy of their subcontractor's original invoice to the City.

2.4.2 **Pricing:**

After cleaning and/or repair of part/component have been completed the unit will be reinstalled by the awarded vendor. The vendor shall include their labor costs for removal and reinstallation in their estimated labor pricing.

2.9 **SECTION F – FIXED LABOR COST ENGINE REPLACEMENT FORD AND GENERAL MOTORS - GASOLINE**

Bidders for this section must be either Ford or General Motors; Chevrolet authorized "Fleet" dealerships and service centers. Engine replacements shall be performed on Marked and Unmarked Police vehicles. Only Ford or Chevrolet authorized remanufactured engines shall be installed. Secure off street parking must available.

2.9.1 Removal and Installation of Factory Remanufactured Engine

This operation shall include but not be limited to the following tasks:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 18 44
		FIRM NAME (Must be filled in)	

Steam clean engine as needed. Upon removal identify and tag all hoses, lines, linkages, and electrical connections as they are removed. Drain engine coolant, and lubricating oil, disconnect started cable and engine ground straps, cab or chassis to engine hoses, tubing, electrical wires, wire harnesses and hydraulic lines. Disconnect intake and exhaust pipes. Disconnect all chassis mounted engine driven accessories. Disconnect drive unit from flywheel. Properly evacuated air conditioning system if equipped. Using a properly rated fixture and lifting equipment remove engine assembly properly supporting transmission as necessary. Once engine is secured in place remove all remaining accessories and brackets to use with engine replacement.

Change over all necessary accessories and brackets, install in chassis reinstalling all components, accessories, wires, harnesses, tubing, linkages disconnected for removal. Add new lubricating oil meeting Engine manufacturer's recommendations, refill coolant system with existing or new coolant of same type, properly protected with inhibitors at a 50/50 mixture. To include clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required, make all necessary adjustments; to include refill of any fluids necessary run and test for leak and proper operation. Perform proper run in procedure in accordance with remanufacture instructions. City shall require all engine R&R to include radiators to be removed and sent out for cleaning and inspection/repair and reinstalled. The vendor shall include labor cost for removal and reinstallation in the lot price. Cleaning and or repair cost for radiator shall be charged as a part at vendors cost. (Copy of invoice to be provided)

SPECIAL NOTE:

Ford Crown Victoria Engine replacements must have the following items replaced; Engine Oil Cooler, Intake Manifold, and Injector Harness all hoses and belts.

2.10 WORK AUTHORIZATION

Failure to follow this procedure may result in non-payment of service.

2.10.1 Authorization Procedure

The OFM maintenance facility supervisor shall request a "Z" work order number from the Z work order unit authorizing any of the following scenarios:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 19 44
		FIRM NAME (Must be filled in)	

- vehicle be sent to successful bidder
- estimate of repairs
- any vehicle being inspected, repaired, or tested while out of the control of City employees but remaining on City property.

Successful bidder must prepare a written estimate of all work to be performed.

The estimate must include, at the minimum, the following:

Total labor hour quote to perform repair needed in a time frame that approximates the time allotted in the OEM or Motors manufacturer's labor time guide.

List of parts to be installed, identifying whether parts is new, or remanufactured as well as the parts costs after discount as specified in contract.

In the case of additional superstructures or modifications installed that need removal prior to accessing the transmission, the successful bidder shall research and provide labor quotes according to the mounted equipment labor guide.

The estimate for transmission shall be for removal and replacement as well as any related labor and parts to complete installation.

Upon the OFM Supervisors' inspection of failed engine or transmission while approving the estimate of repair, the successful bidder's designee and OFM supervisor shall identify failed parts, components and all non-reusable items. The OFM supervisor must take these items at this time for disposal. Any items that have a core value will remain at the successful bidder's location for core credits.

The vendor will then send a copy of the estimate to the OFM Maintenance Facility Supervisor. He or his designee must sign the estimate of work to be performed and submit signed copy of the estimate to the OFM Z work order Unit to initiate a Purchase Order authorization with shipping instructions. Successful bidder must receive this authorization to proceed, **from OFM Z Work Order Unit prior to any repairs being initiated.**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 20 44
		FIRM NAME (Must be filled in)	

Purchase Order and Shipping Instruction authorization to proceed should be released no later than 48 hours after receipt of estimate approval.

All repairs/exchanges must be completed within the time stated on the estimate starting from the date of receipt of Purchase Order Authorization and Shipping Instructions. If additional time is required to effect the repair, vendor must contact the Fleet Maintenance Supervisor for approval. If equipment fails after repair and during the warranty period covering the repair work, all repairs must be completed and returned to service within five (5) working days. Failure to meet these time frames will result in liquidated damages being assessed, and may result in vendor being declared in default of the contract.

2.10.2 **VARIANCES FROM ESTIMATES:**

Variations shall be allowed to account for unexpected problems found during the actual repair process for issue(s) unknown at the time of the estimate (i.e. cracked cylinder head). Additional work and/or repair time needed shall be submitted as a separate “supplemental” estimate that will only include additional work needed. Authorization Procedure shall be the same as above. Successful bidder(s) shall be responsible for obtaining approval of the OFM prior to undertaking any work not included in the original estimate. Additional work shall be submitted as a separate “supplemental” estimate that will only include additional work needed. Authorization Procedure shall be the same as above.

2.11 **TIMELINESS OF REPAIR**

Successful bidder shall perform inspection within 48 hours after receipt of City equipment and provide repair estimates that include an estimate of time needed to complete the repair. This information should be provided to the OFM facility maintenance supervisor within twenty-four (24) hours of completion of the initial inspection.

Upon authorization of repairs, the vendor shall perform all repairs, as per the agreed estimate within forty eight (48) hours of the estimated completion time given to the City.

2.12 **Delivery/Pick up**

During the life of the contract resulting from this Invitation and Bid, the successful bidder may be required to pick up and deliver equipment to and from the City sites. The City of Philadelphia also reserves the right to deliver and pick up equipment.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 21 44
		FIRM NAME (Must be filled in)	

2.12.1 **Transportation Charges**

The OFM supervisor may choose to have the successful vendor transport the disabled vehicle to the vendor's location for diagnosis or repair. The City reserves the right to pick up and deliver as required. These charges will only apply to City vehicle transportation.

One way to Vendor's Facility, (EA)
Est. No of Trips: 4

Round Trip to Vendor's Facility (EA)
Est. No of Trips: 4

2.12.2 **GARAGES LOCATIONS:**

Awarded vendor will be notified of location repair requirements from the requesting shop supervisor and the issuance of purchase order authorization and shipping instructions from OFM Central Control.

LOCATION OF GARAGES:

- Shop 134 - Front & Hunting Park
- Shop 159 - 4040 Whitaker Ave.
- Shop 175 - 8601 State Rd.
- Shop 209 - Northeast Airport (3001 Grant Ave)
- Shop 225 - Domino & Umbria (5201 Umbria St)
- Shop 233 - 3275 Fox Street
- Shop 241 - 2601 Glenwood Ave
- Shop 258 - 26th & Master Sts.
- Shop 282 - I 76 Montgomery Drive Exit
- Shop 290 - 51st & Grays (5014 Grays Ferry)
- Shop 308 - 8200 Enterprise Ave
- Shop 316 - PIA 4269 Island Avenue
(across from overseas terminal)
- Shop 332 - Delaware & Wheatsheaf Lane
- Shop 357 - 3033 S. 63rd Street
- Shop 415 - 3900 Richmond St.
- Shop 423 - 11th & Reed Sts. (1117 Reed Street)

NOTE: **City reserves the right to change, delete or add locations during contract period.**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 22 44
		FIRM NAME (Must be filled in)	

2.12.3 **SHIPPING COSTS**

2.12.3.1 **“UNIT DOWN” DESIGNATION**

In the event of a “unit down” (vehicle out of service), the City will require an engine or transmission part or component be deemed at emergency status and available immediately. Should that part not be available in the vendor’s stock, but rather available from the factory or manufacturer, the City will require the part to be designated “UNIT DOWN.” This designation will require the vendor to secure or “lock” the part as belonging to the City. When the City authorizes the vendor to secure the part purchase, the City shall pay the vendor a service charge as stated in section 5 for this cost.

2.12.3.2 **OVERNIGHT FREIGHT CHARGES**

In the event The City requires to have needed parts shipped overnight to complete repair in an expedited manner, the successful bidder shall be reimbursed for those shipping fees at vendors cost, no mark up (to be supported by supplier’s invoices). Vendor must submit a copy of original shipper’s invoice with their invoice to the City. This cost shall include shipping costs only-no additional charges will be paid by the City.

2.13 **WARRANTIES:**

2.13.1 **Engines**

This warranty shall apply to both Diesel and Gasoline Engines.

All repair parts, workmanship, engines, materials and labor for repair/overhaul, will be guaranteed for a minimum of twenty-four (24) months, 100% parts and labor. The warranty begins the date the engine is installed or reinstalled in the vehicle and the vehicle returned to service. Any warranty repairs arising from a failure of a repaired unit in-chassis under the resulting contract must include labor to remove and replace that unit in-chassis.

2.14 **INSPECTION OF WORK:**

All completed work shall be inspected by a representative from the OFM prior to an approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 23 44
		FIRM NAME (Must be filled in)	

The cost of any faulty or inadequate workmanship or parts will not be paid for by the City and must be assumed by the successful bidder(s).

2.15 RETURNS

The City reserves the right to charge the vendor at City labor rates for the transportation time to return back to successful bidder's facility, any repaired unit that has failed either in or out-of-chassis.

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

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

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

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

3.2 AWARD:

3.2.1 **The Procurement Commissioner reserves the right to award this bid to the lowest responsive and responsible bidder as follows:**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 24 44
		FIRM NAME (Must be filled in)	

SCHEDULE A: As a whole or per Manufacturer.

SCHEDULE F: Section 5.7, as a whole or per manufacturer.

Items 5.8, 5.10 and 5.11: To all vendors receiving award as a result of this Invitation and Bid.

3.2.2 If the 5% local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$32,000.00 and awarded as a whole or by section.

3.3 Upon request of the buyer, apparent low bidder must submit the manufacturers list price book in Adobe Acrobat PDF file or CD ROM to the buyer. Vendor must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.

For all invoices submitted, vendor must agree that pricing can be verified in the price list(s) submitted after award. If, during the term of the contract, a using agency orders an item(s) that cannot be found on the manufacturer's price list, vendor must, at the time of the order placement:

- notify the using agency that the item cannot be found on the price list; and
- provide to the using agency and the Procurement Department written proof from the manufacturer of the list price of the item(s).

Vendor must submit copies of all amendments, updates, etc. to the submitted price list(s) to the following:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 25 44
		FIRM NAME (Must be filled in)	

- If sending amendment, updates, etc in Adobe Acrobat PDF file, email to: Robert.Razler@phila.gov
- If sending a CD ROM, mail to:

Robert.Razler@phila.gov, Adm. Officer
100 South Broad Street, 3rd Floor
Philadelphia, Pa 19102

All amendments, updates, etc. must reference the appropriate bid number and contract number.

Additional Addresses for Manufacturer's List Prices:

Office of the Director of Finance

Bureau of Accounts
Municipal Services Building, 13th floor
Phila., PA 19102
Attn: Manager, Financial Verification & Accounting Section

City Controller

Municipal Services Building, 13th floor
Phila., PA 19102
Attn: Examination Supervisor

Procurement Department, Price Desk

Municipal Services Building, Room 150
Phila., PA 19102
Attn: Price Desk Clerk
e-mail: PRICEDESK@PHILA.GOV

To any Using Agency from whom vendor receives a purchase order.

3.4 PERFORMANCE SECURITY:

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

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$32,000.00. All awards at the \$32,000.00 amount will be subject to a \$50.00 Master Performance Security Fee. Performance security shall be required for any subsequent renewal periods.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3259360	PAGE OF 26 44
		FIRM NAME (Must be filled in)	

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

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

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

3.6 **INSURANCE:**

1. General/Garage Liability Insurance
 - (a) Limit of Liability: \$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability: \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate.
 - (b) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insured's; cross liability and broad form property damage (including completed operations) liability and explosion, collapse and underground damage (XCU).
2. Garagekeepers Legal Liability Insurance with limit of liability, including on-hook coverage, up to \$1,000,000 for damage to any vehicles while in vendors care, custody and control.
3. Auto Liability
 - (a) Limit of Liability: \$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - (b) Coverage: Owned, non-owned and hired vehicles.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 27 44
		FIRM NAME (Must be filled in)	

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 Order against Contracts

The Office of Fleet Management (OFM) will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. OFM will prepare and submit purchase orders and release authorizations per job based on estimate agreements between OFM Fleet Maintenance Supervisors, OFM Central Ordering, and awarded vendor(s).

4.1.2 OFM is responsible for monitoring the services provided 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.

4.1.3 ADD-ONS:

The OFM reserves the right to add, delete or change locations; or to acquire other types of Engine Repair 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:

If the items to be acquired are contained on the price list submitted by the vendor, but are not specifically listed on the bid, no letter is required. The items will be paid for at the discount listed in Section 5: Pricing. If the items are not contained on the price list, the vendor must submit a letter on vendor's letterhead, listing the bid number, the period of the contract, the item(s) with full descriptions and specifications and the price to the City. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.** If the letter is accepted by the City, it will automatically become part of the vendor's contract.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3259360	PAGE OF 28 44
		FIRM NAME (Must be filled in)	

4.1.4 Invoices shall be submitted after delivery and acceptance of the service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information.

4.2 VENDOR RESPONSIBILITY:

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

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

4.2.3 Contractors may perform services 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 OFM of anticipated funding shortfalls.

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

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

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

4.2.6 For performance of service, 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 29 44
		FIRM NAME (Must be filled in)	

4.2.7 Successful bidder will notify the OFM Fleet Maintenance Supervisor and the OFM Materials Management Unit immediately of any personnel changes (resignations, terminations, reassignments) that may impact the ability of vendor to respond to requests as defined within this Invitation and bid.

4.2.8 **Approval of Work:**
All completed work shall be approved by OFM prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by OFM and must be assumed by the Contractor. Invoicing for unapproved work will not be accepted and will be returned to vendor.

4.2.9 **Liquidated Damages**

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor

Liquidated damages of \$100.00 for each event or omission per vehicle per day until such actions are remedied by the vendor.

- Failure to comply with the response time specified in the estimate.
- Poor performance
- Failure to provide all equipment, materials and parts necessary for the performance of the work
- Failure to supply qualified personnel and complete work within promised completion date.

Penalties shall be deducted from vendor Invoices.

4.2.10 **Invoices/Receipts**

4.2.10.1 Successful bidder(s) agrees to invoice upon completion of work and approval of Fleet Maintenance Supervisor.

The invoice must correctly reference the purchase order number and shipping instruction release number, Z work order number, as well as bid number, the vendor name, address and Federal Employer Identification number.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 30 44
		FIRM NAME (Must be filled in)	

FAILURE TO INVOICE IN ACCORDANCE WITH THESE BID SPECIFICATIONS SHALL RESULT IN A LIQUIDATED DAMAGE CHARGE OF \$25 PER INVOICE, PER MONTH UNTIL CORRECT.

Failure to invoice in a timely manner may result in a liquidated damage deduction of 5% of total monies owed on delayed invoice(s)

Vendors cutting off service due to incomplete or inaccurate invoicing information shall be considered in default status of their contract.

- 4.2.10.2 Invoices should be sent in triplicate to the following address:
Office of Fleet Management
Z Work Order Unit
100 South Broad Street, 3rd Floor
Philadelphia, Pa 19102

Invoicing must match signed estimates and purchase order.

All paperwork shall also contain the following:

City vehicle six-digit Property Number

Vehicle VIN

Procurement Purchase Order Number and shipping order release number.

Z work order number

OFM Shop location

Work must be divided into two separate invoice(s)-one for parts (p) and one for labor (l). Exchange costs shall be included on the labor invoices, while shipping or mark up costs can be included with parts.

Labor Invoices. Package remitted for payment should include: One (1) original and two (2) copies of fully itemized invoices along with three (3) copies of each estimate.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 31 44
		FIRM NAME (Must be filled in)	

Parts Invoices. Package remitted for payment should include: One (1) original and two (2) copies of fully itemized invoices along with three (3) copies each of vendor estimate, and suppliers backup invoicing where applicable.

The parts invoice must show part identification by part/stock number, discount, unit prices, if applicable, quantity, and net amount due.

The parts percentage submitted on the invoice should show cost from manufacturer price list as well as cost to city after discount.

The unit of purchase on the invoice must agree with the unit cited on the estimate and subsequent purchase order.

Checks will only be made payable to the company name as shown on the contract; the invoice must reflect this same company name as the "pay to."

Processing of the invoice payment(s) is the responsibility of the OFM, not the Procurement Department, however the payment and actual release of the check involves the process of several City agencies. OFM does not release checks for payment. The successful vendor should bring any problems concerning payments to the attention of Wanda Shepard, the OFM accounts payable supervisor at 215-686-1893, who will advise the awarded vendor on the status of their payment.

4.2.10.3 **BASIS OF PAYMENT**

Payment will be made to the Contractor for work actually performed and parts provided in accordance with approved estimate at the hourly rate and the discount/markup percentage bid.

The liability of the City will be limited to the items listed in the estimated in accordance with the pricing in Section 5 of the Invitation and Bid. No other costs or charges will be assumed.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 32 44
		FIRM NAME (Must be filled in)	

4.3 PRICE INCREASE OR DECREASE:

4.3.1 Labor Rate

Contractor shall provide labor rates at the prices set forth in the OEM Flat Rate Book or Motor Labor Guide for a period of twelve 12 months; thereafter; the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to two (2) additional one (1) year period(s) plus nine (9) months. Contractor may increase prices for future renewal periods provided that:

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

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

or

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

For each renewal period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for April of the **applicable year of the renewal.**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 33 44
		FIRM NAME (Must be filled in)	

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

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).

4.3.2 **Parts**

Discount MUST remain firm for the life of this contract, although list may be updated in the event of price changes in the published price lists established by the Manufacturer.

Discount will remain firm for the entire period of the contract to include any subsequent renewal and/or extension period(s). Manufacturer Price Lists may be updated only in the event the Manufacturer publishes new national price lists.

Vendor must give 60 days notice of price list increase, in writing, to the City. Notice shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract # and period of contract.

NOTE: Price list 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.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 34 44
		FIRM NAME (Must be filled in)	

SECTION 5: PRICING

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

5.1 SCHEDULE A – ENGINE OVERHAUL AND REPAIR

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Amount</u>
5.1.3	Case Engine				
	26086-703-000				
	Shop Labor				
	Rate/Hour	35	HR	\$ _____	\$ _____
	26086-703				
	Parts				
	Mark up or discount				
	(Mfr's List)			_____ %	_____
	Estimated Expenditures: \$5,000.00				
	26086-703-001				
	Flat Rate cost for Dynamometer Test,				
	if required.	4	EA	\$ _____	\$ _____
	26086-703-002				
	Shop Labor				
	Diagnosis, if required	10	EA	\$ _____	\$ _____
	Total (Section 5.1.3) \$ _____				
	(Quantity x unit price plus estimated expenditures with markup or discount factored in)				

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 35 44
	FIRM NAME (Must be filled in)		

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Amount</u>
5.1.8	Mack Engine			
	26086-708-000			
	Shop Labor			
	5	HR	\$ _____	\$ _____
	26086-708			
	Parts Mark up or discount (Mfr's List)			
		_____ %	_____	
	Estimated Expenditures: \$5,000.00			
	26086-708-001			
	Flat Rate cost for Dynamometer Test, if required.			
	1	EA	\$ _____	\$ _____
	26086-708-002			
	Shop Labor			
	5	EA	\$ _____	\$ _____
	Total (Section 5.1.8) \$ _____			
	(Quantity x unit price plus estimated expenditures with markup or discount factored in)			
5.1.10	Hercules White Engine			
	26086-710-000			
	Shop Labor			
	5	HR	\$ _____	\$ _____
	26086-710			
	Parts Mark up or discount (Mfr's List)			
		_____ %	_____	
	Estimated Expenditures: \$5,000.00			
	26086-710-001			
	Flat Rate cost for Dynamometer Test, if required.			
	1	EA	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3259360	PAGE OF 36 44
		FIRM NAME (Must be filled in)	

Quantity Unit of Measure Unit Price Extended Amount

26086-710-002

Shop Labor
Diagnosis, if required 5 EA \$ _____ \$ _____

Total (Section 5.1.10) \$ _____
(Quantity x unit price plus estimated expenditures with markup or discount factored in)

5.1.11 **Fiat Allis Engine**

26086-711-000

Shop Labor
Rate/Hour 5 HR \$ _____ \$ _____

26086-711

Parts Mark up or discount
(Mfr's List) _____%

Estimated Expenditures: \$5,000.00

26086-711-001

Flat Rate cost for Dynamometer Test,
if required. 1 EA \$ _____ \$ _____

26086-711-002

Shop Labor
Diagnosis, if required 5 EA \$ _____ \$ _____

Total (Section 5.1.11) \$ _____
(Quantity x unit price plus estimated expenditures with markup or discount factored in)

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 37 44
	FIRM NAME (Must be filled in)		

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Amount</u>
5.1.12 John Deere Engine				
26086-712-000				
Shop Labor				
Rate/Hour	5	HR	\$ _____	\$ _____
26086-712				
Parts Mark up or discount				
(Mfr's List)			_____ %	_____
Estimated Expenditures: \$5,000.00				
26086-712-001				
Flat Rate cost for Dynamometer Test,				
if required.	1	EA	\$ _____	\$ _____
26086-712-002				
Shop Labor				
Diagnosis, if required	5	EA	\$ _____	\$ _____
			Total (Section 5.1.12) \$ _____	
			(Quantity x unit price plus estimated expenditures with markup or discount factored in)	

5.1.13 Mercedes Benz Engine				
26086-713-000				
Shop Labor				
Rate/Hour	6	HR	\$ _____	\$ _____
26086-713				
Parts Mark up or discount				
(Mfr's List)			_____ %	_____
Estimated Expenditures: \$5,000.00				
26086-713-001				
Flat Rate cost for Dynamometer Test,				
if required.	1	EA	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3259360	PAGE OF 38 44
		FIRM NAME (Must be filled in)	

Quantity Unit of Measure Unit Price Extended Amount

26086-713-002

Shop Labor

Diagnosis, if required 5 EA \$_____ \$_____

Total (Section 5.1.13) \$ _____
(Quantity x unit price plus estimated expenditures with markup or discount factored in)

5.1.14 **Waukesha Engine**

26086-714-000

Shop Labor

Rate/Hour 5 HR \$_____ \$_____

26086-714

Parts Mark up or discount
(Mfr's List)

_____ % _____

Estimated Expenditures: \$5,000.00

26086-714-001

Flat Rate cost for Dynamometer Test,
if required.

1 EA \$_____ \$_____

26086-714-002

Shop Labor

Diagnosis, if required 5 EA \$_____ \$_____

Total (Section 5.1.14) \$ _____
(Quantity x unit price plus estimated expenditures with markup or discount factored in)

5.1.15 **Isuzu Engine**

26086-715-000

Shop Labor

Rate/Hour 8 HR \$_____ \$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 39 44
		FIRM NAME (Must be filled in)	

Quantity Unit of Measure Unit Price Extended Amount

26086-715

Parts Mark up or discount
(Mfr's List)

_____ % _____

Estimated Expenditures: \$5,000.00

26086-715-001

Flat Rate cost for Dynamometer Test,
if required.

1 EA \$ _____ \$ _____

26086-715-002

Shop Labor
Diagnosis, if required

5 EA \$ _____ \$ _____

Total (Section 5.1.15) \$ _____
(Quantity x unit price plus estimated
expenditures with markup or discount
factored in)

5.1.16 **Duetz Engine**

26086-716-000

Shop Labor
Rate/Hour

5 HR \$ _____ \$ _____

26086-716

Parts Mark up or discount
(Mfr's List)

_____ % _____

Estimated Expenditures: \$5,000.00

26086-716-001

Flat Rate cost for Dynamometer Test,
if required.

1 EA \$ _____ \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3259360	PAGE OF 40 44
		FIRM NAME (Must be filled in)	

Quantity Unit of Measure Unit Price Extended Amount

26086-716-002

Shop Labor

Diagnosis, if required 5 EA \$_____ \$_____

Total (Section 5.1.16) \$ _____

(Quantity x unit price plus estimated expenditures with markup or discount factored in)

5.1.17 **UD Nissan Engine**

26086-717-000

Shop Labor

Rate/Hour 5 HR \$_____ \$_____

26086-717

Parts Mark up or discount
(Mfr's List)

_____ % _____

Estimated Expenditures: \$5,000.00

26086-717-001

Flat Rate cost for Dynamometer Test,
if required.

1 EA \$_____ \$_____

26086-717-002

Shop Labor

Diagnosis, if required 5 EA \$_____ \$_____

Total (Section 5.1.17) \$ _____

(Quantity x unit price plus estimated expenditures with markup or discount factored in)

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 41 44
	FIRM NAME (Must be filled in)		

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Amount</u>
5.1.18	Hino Engine			
	26086-718-000			
	Shop Labor			
	5	HR	\$ _____	\$ _____
	26086-718			
	Parts Mark up or discount (Mfr's List)			
			_____ %	_____
	Estimated Expenditures: \$5,000.00			
	26086-718-001			
	Flat Rate cost for Dynamometer Test, if required.			
	1	EA	\$ _____	\$ _____
	26086-718-002			
	Shop Labor			
	5	EA	\$ _____	\$ _____
	Total (Section 5.1.18) \$ _____			
	(Quantity x unit price plus estimated expenditures with markup or discount factored in)			
5.1.19	Volvo Engine			
	26086-719-000			
	Shop Labor			
	5	HR	\$ _____	\$ _____
	26086-719			
	Parts Markup or Discount (Mfr's List)			
			_____ %	_____
	Estimated Expenditures: \$5,000.00			
	26086-719-002			
	Flat Rate cost for Dynamometer Test, if required.			
	1	EA	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 42 44
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Amount</u>
26086-719-001 Shop Labor Diagnosis, if required.	5	EA	\$_____	\$_____

Total (Section 5.1.19) \$ _____
(Quantity x unit price plus estimated expenditures with markup or discount factored in)

5.7 **SCHEDULE F – Fixed Labor Cost Engine Replacement – GASOLINE**

Estimated Expenditures \$2,000.00

5.7.1	26086-551-000 Ford 4.6 L Ford Crown Victoria Police Interceptor package	15	EA	\$ _____	\$ _____
5.7.2	26086-551-001 Ford 4.0 L OHV Ford Explorer	10	EA	\$ _____	\$ _____
5.7.3	26086-551-002 Ford 3.0 L & 3.0 L Duratech Taurus	10	EA	\$ _____	\$ _____
5.7.4	26086-551-003 Chevrolet 3.8 3.9L or 3.6L Impala - Police Interceptor Package	10	EA	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3Z59360	PAGE OF 43 44
		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Amount</u>
5.7.5	26086-551-004 Ford E. Series Van-Police EPW	4	EA	\$_____	\$_____
5.7.6	26086-551 Parts Discount Manufacturers List Estimated Expenditures \$20,000.00			_____%	
				Total (Section 5.7) \$ _____ (Quantity x unit price plus estimated expenditures with markup or discount factored in)	
5.8	<u>Transportation Costs</u>				
5.8.1	26086-418-003 One way to Vendor's Facility	4	EA	\$_____	\$_____
5.8.2	26086-418-004 Round Trip to Vendor's Facility	4	EA	\$_____	\$_____
				Total (Section 5.8) \$ _____	
5.10	<u>Shipping Costs:</u>				
5.10.1	26086-418-006 Unit Down Designation Charge	2	EA	\$_____	\$_____
5.10.2	26086-418-005 Provision: Provision Overnight Freight Charges To be reimbursed at vendor's cost, no mark up (to be supported by supplier's invoices). Vendor must submit a copy of original supplier's invoice with their invoice to the City.				

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER A3259360	PAGE OF 44 44
		FIRM NAME (Must be filled in)	

5.11 **Subcontracting**

26086-419

Subcontracting of Parts/Component cleaning as stated in section 2.4.1

Estimated Expenditure.....\$5,000.00

Subcontracting of parts and component cleaning, shall be allowed under this invitation and bid. Parts/Components shall be picked up and cleaned by a radiator repair service contractor. Awarded vendor shall be REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUBCONTRACTOR PLUS A 5% MARK-UP to cover vendor's administrative costs. Vendor must submit a copy of their subcontractor's invoice with their invoice to the City.

GRAND TOTAL (Sections 5.1 through 5.11) \$ _____

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



CITY OF PHILADELPHIA

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

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

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

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

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

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

GENERAL BIDDERS GUIDELINES*

The following checklist will assist you in the preparation of your bid. Failure to adhere to these instructions may result in your bid being disqualified.

- Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.
- Bids and pricing must be written in ink or typed. Faxed bids will not be accepted.
- Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.
- If applicable, sign and return all addenda.
- All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- It is the bidder’s responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier’s envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and Sections 2 and 3 of the Terms and Conditions. See below.

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”.

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
\$32,000.00 or less	No Check Required
\$32,000.01 - \$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.

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
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 - \$ 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

- Do not combine any payment amounts. All payments should be individual and specific.
- If an alternate to any item is being offered, you must follow the instructions in Section 4 of the Terms and Conditions.

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.

- 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.
- If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.
- Do not submit any counter terms or conditions. **Your bid may be rejected.**
- Please double check all mathematical calculations for errors.

If you have questions, please contact Public Information Unit at bid.info@phila.gov or call 215-686-4720.

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



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

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

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Email Address _____

Telephone No.: _____ Fax No.: _____

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

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

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

Mail Request To:

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

COMPANY CHECK OR MONEY ORDER ONLY



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

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

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] are not covered under the Master Bid Security Program)

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$32,000 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 \$32,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2013 to June 30, 2014**, complete the enclosed application and return it with a check for **\$140.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" 2013 – 2014 on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____

E Mail Address: _____

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

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

Internal Use Only

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 99,999.99	\$ 500.00
\$100,000.00 – \$249,999.99	\$2,000.00
\$250,000.00 – \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 100,000.00	\$ 10.00
\$ 100,000.01 – \$ 300,000.00	\$ 30.00
\$ 300,000.01 – \$ 500,000.00	\$ 50.00
\$ 500,000.01 – \$1,000,000.00	\$100.00
\$1,000,000.01 – \$2,000,000.00	\$200.00
\$2,000,000.01 – \$3,000,000.00	\$300.00
\$3,000,000.01 – \$4,000,000.00	\$400.00
\$4,000,000.01 – \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE

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

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

EVALUATION AND AWARD

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

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

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

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

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$32,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the Contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$32,000. If the amount of the contract to be awarded is greater than \$32,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- (1) Workers' Compensation - Statutory limits
- (2) Employers Liability - \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; \$500,000 Policy Limit - Bodily Injury by Disease
- (3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

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

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

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

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

any governmental department, board, agency and commission.

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

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

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

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

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

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

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

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

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

TAX MATTERS

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

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

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

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

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

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

23. TAX REQUIREMENTS. Any person or entity who

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

- a. Business Income and Receipts Tax
- b. Net Profits Tax
- c. City Wage Tax

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

GENERAL INFORMATION

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

25. NONDISCRIMINATION.

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

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise

available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

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

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

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

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

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

The Managing Director's Office (MDO) may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

30. PROTECTION OF DISPLACED CONTRACT WORKERS. If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non-Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9-2300 of the Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

employment benefits to the spouses of married employees.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS

This contract consists of the Invitation and Bid (including exhibits and attachments), any addenda thereto issued by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

This contract and all disputes arising under this contract shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any lawsuit, action, claim or legal proceeding involving, directly or indirectly, any matter arising out of or related to this contract or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums. The parties further agree not to raise any objection to any lawsuit, action, claim or legal proceeding which is brought in either of these two forums and the parties expressly consent to the jurisdiction and venue of these two forums. The parties further agree that service of original process in any such lawsuit, action, claim or legal proceeding may be duly affected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in the Invitation and Bid and/or this page.

NOTE: ANY BID THAT IS NOT EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BELOW OR THAT DOES NOT INCLUDE STREET ADDRESS, CITY, STATE AND PHONE NUMBER, MAY, IN THE SOLE DISCRETION OF THE PROCUREMENT COMMISSIONER, BE REJECTED.

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$32,000, 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)