

BID OPENING DATE AND TIME

On: AUGUST 07, 2013

AT: 10:30 A.M.

BID NO. S4Z60000	PAGE 1 OF 50	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	<small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.</small>
DEPARTMENT VARIOUS	DIVISION VARIOUS		NAME AND ADDRESS OF FIRM
<small>AWARDED</small>			<small>Federal EIN/Social Security Number</small>
<small>DATE</small>	<small>FOR THE PROCUREMENT COMMISSIONER</small>		BUYER: S.BROWN T.WATERS

TITLE OF BID: TOWING SERVICES

GENERAL INFORMATION

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

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

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

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

For City Use Only

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

**CITY OF PHILADELPHIA
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
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 2 50
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Towing Services**

1.2 **SCHEDULE NO: 185**

1.3 **CONTRACT TERM:** 10/01/2013 to 09/30/2014 (“Initial Term”), with an option to renew for up to three (3) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or 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 S4Z60000	PAGE OF 3 50
		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 **Towing 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 per Section 5.**

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 S4Z60000	PAGE OF 4 50
		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 as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.8 **BID INFORMATION:**

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 5 50
		FIRM NAME (Must be filled in)	

1.9 BID SUBMISSION:

- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$32,000.00 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the “Terms and Conditions of Bidding and Contract.”
- 1.9.7 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:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 6 50
		FIRM NAME (Must be filled in)	

“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 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 S4Z60000	PAGE OF 7 50
		FIRM NAME (Must be filled in)	

1.9.8

BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department’s Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than 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 S4Z60000	PAGE OF 8 50
		FIRM NAME (Must be filled in)	

1.9.9 **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 S4Z60000	PAGE OF 9 50
		FIRM NAME (Must be filled in)	

1.10 BIDDER QUALIFICATION:

1.10.1 Vendor shall list below references that provide the following information:

- (a) Ability of the vendor to provide the necessary service as described within this invitation and bid.
- (b) Ability of the vendor to demonstrate direct experience with client(s) of similar size, scope, and complexity.
- (c) Full service, on-site capabilities.
- (d) Sustained industry reputation for customer service.
- (e) Quality of completed work.

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 S4Z60000	PAGE OF 10 50
		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 S4Z60000	PAGE OF 11 50
		FIRM NAME (Must be filled in)	

1.10.2 Each bidder shall attach or provide a list of equipment indicating winch capacity, vehicle tonnage, make, year, and model of chassis to be used in performance of this contract.

The successful bidder shall own all equipment as described in this invitation and bid at the time of bid opening equipment. The Streets Department and the Office of Fleet Management reserve the right to inspect said equipment prior to the award of this bid.

All information required below must be submitted with the bid to include copies of all current licenses and certificates.

1.10.3 The vendor must have the following licenses and certificates and comply with below requirements.

1.10.3.1 Valid license in every tow vehicle issued by the Department of Licenses and Inspections, as per section 9-605(3) (A) of the Philadelphia Code.

1.10.3.2 Legibly inscribed company name, address, and telephone number on the side of every tow vehicle in letters and numerals not less than 1 1/2" in height.

1.10.4 Bidders are to furnish with their bid, photographs of: (a) the building where the office is maintained; and (b) the towing equipment. A list of all officers and owners of the company with the following information: names; addresses; birth dates; social security numbers; and a valid driver's operator's license.

1.10.5 Submit insurance certificates as required in Section 3.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 12 50
		FIRM NAME (Must be filled in)	

SECTION 2: SPECIFICATIONS

Successful vendor(s) shall be required to supply the City of Philadelphia’s agencies with Towing Services as listed in Sections 2 and 5 of this Invitation and Bid.

2.1 GENERAL SPECIFICATIONS:

- 2.1.1 Towing service must be available throughout the City, within one (1) hour's notice on a twenty-four (24) hour, seven (7) day a week basis. Service shall be in place at the location designated within one (1) hour of notification.
- 2.1.2 The successful bidder will be responsible for the supervision and coordination of the tow truck operations.
- 2.1.3 The successful bidder and/or the owner/operator of the licensed tow truck agrees to indemnify, defend and save harmless, the City, all its officers and subordinates, from all suits and actions as a result of towing any vehicles.
- 2.1.4 The licensed tow truck driver will keep a list of all relocated vehicles showing the following information:
 - a. Vehicle License Number
 - b. Vehicle Make and Color
 - c. Location Vehicle was Parked
 - d. Location Vehicle was Relocated to
 - e. Date and time of towing
 - f. Driver time on and driver time off
- 2.1.5 Once awarded, the successful bidder maybe required to submit copies of Licenses for all vendor owned vehicles to using agencies.
- 2.1.6 Charges shall be from time signed in at job location to time signed out at job location (Hook-up tow; and drop time). No payment will be made for travel time to or from job location. Port to port-time will not be allowed.
- 2.1.7 **Pricing:**

In Section 5 “Pricing”, bidder shall state prices as indicated for “Towing Services” as listed in Section 5

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 13 50
		FIRM NAME (Must be filled in)	

2.2 SECTION A: POLICE DEPARTMENT

2.2.1 This work shall consist of removing, up righting and recovering vehicles and trucks as ordered and required by the Police Department. Awarded vendor must be capable of responding to location **within thirty minutes** of initial contact by the Police Department. It is the intent of the City to secure back-up Heavy-Duty Towing Equipment and Recovery Service on an emergency basis, only when the Police Department has determined that removal of a vehicle by the City is necessary under the circumstances and it has been determined by the Police Tow Squad Supervisor that the Tow Squad is unable to perform the service. These specifications cover procedures to be followed and requirements to be met by the successful bidder.

2.2.1.1 Awarded vendor(s) must provide a telephone number for twenty-four (24) hour, seven (7) days a week telephone service. A human response (no answering machines) is required in order to meet the thirty (30) minute arrival time.

Telephone #: _____

2.2.1.2 Bidder will be required to respond to all recovery situations (i.e. truck down an embankment) with necessary personnel, equipment and supplies to effectively recover trucks and vehicles as needed. There may be occasions where more than one of each type of recovery equipment is needed. This will be determined by the Tow Squad Commander and the successful bidder. The “on scene” Police Commander will make the decision as to what location (Police Tow Squad’s yard or the successful bidder’s yard) will be used. At that point forward, the appropriate towing rate, as quoted in Section 5, will prevail.

If the successful bidder’s yard is used, a daily “storage fee” will go into effect.

2.2.1.3 In some cases after a recovery the vehicle and contents will be turned over to the Philadelphia Parking Authority. This will be determined by the Police Tow Commander on scene.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 14 50
		FIRM NAME (Must be filled in)	

2.2.2 The successful bidder shall receive notification of the need of the service from the Police Department Tow Squad. Vendor shall not proceed unless specifically notified by the Police Department via radio or phone to do so. Determination of the type of towing vehicle to be used shall be made by the Police Department Tow Squad Supervisor.

2.2.3 The successful bidder shall furnish and deliver all labor, material and equipment to perform the services as ordered and required by the Police Department.

2.2.4 **SPECIFIC PIECES OF EQUIPMENT**

2.2.4.1 **25074 000 020**
35 Ton Wrecker with, underlift wheelift unit and a 2-way radio or cellular phone.

2.2.4.2 **25074 000 021**
12-15 Ton Wrecker, with underlift/wheelift unit and a 2-way radio or cellular phone.

2.2.4.3 **25074 000 022**
25 Ton Wrecker, with underlift/wheelift unit and a 2-way radio or cellular phone.

2.2.4.4 **25074 000 023**
35 Ton low bed tractor trailer landroll type

2.2.4.5 **25074 000 024**
30 Ton wrecker with underlift/wheelift unit and a 2-way radio or cellular phone

2.2.4.6 **25074 000 003**
Tow Truck under 10 Ton - complete with 2 way radio or cellular phone.

2.2.4.7 **25074 000 004**
Car Carrier (roll back) with 2-way radio or cellular phone.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 15 50
		FIRM NAME (Must be filled in)	

2.2.4.8 **25074 000 005**
75 Ton Rotator for recovery operation to include all necessary personnel, equipment and supplies.

2.2.4.9 **25074 000 006**
Storage Fee per day at vendor's facility.

2.3 SECTION B: STREETS DEPARTMENT

2.3.1 This work shall consist of relocating vehicles as ordered and required by the Streets Department Highway Division.

2.3.2 The successful bidder shall receive notification of the need of the service from the Streets Department Highway Division. Vendor shall not proceed unless specifically notified by the Streets Department Highway Division to do so.

2.3.3 The successful bidder shall furnish and deliver all labor, material and equipment to perform the services as ordered and required by the Streets Department.

2.3.4 **TOWING PROCEDURES**

2.3.4.1 The licensed tow truck driver will, within the general purview of the Police Department, relocate any illegally parked vehicles.

2.3.4.2 The successful bidder will supply a copy of the above information (para. 2.1.4) to "Police District Operations Room Supervisor," in compliance with Police Department Directive 116 (3-15-85) Section I.B.2.b, for his use in vehicle retrieval purposes.

2.3.4.3 The contractor will report to the location given by the "Asphalt Paving Superintendent," and have his time sheet signed by the "Asphalt Paving Crew Chief" before any work is started. At the end of the work day, the contractor will have his time sheet signed by the appropriate designee. A duplicate copy will be given to the Crew Chief for his record.

The time sheet will include all information needed to submit invoice to the Department.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 16 50
		FIRM NAME (Must be filled in)	

- 2.3.4.4 The contractor must have a minimum of three (3) tow trucks available at all times for the Streets Department Highway Division.
- 2.3.4.5 It is anticipated that the primary need for tow trucks will be from Monday to Friday starting at 7:00 A.M. to relocate illegally parked vehicles for the Asphalt Unit. The contractor will be directed to move vehicles from a street that is to be resurfaced to a legal parking space on a nearby street that is not being paved. From time to time, there may be instances where tow trucks will be required prior to 7:00 A.M. or on a Saturday/Sunday or Holiday.
- 2.3.4.5.1 A minimum of one (1) hour will be paid for each truck upon arrival to job site.
- 2.3.4.5 There are six (6) Highway Districts which may require towing service from time to time on an as-needed basis.
- 2.3.4.7 The Streets Department will not pay for any breaks taken by the tow truck drivers. Also, a period of one-half hour (from 12 noon to 12:30 PM) will be deducted as a lunch break for each tow truck engaged in service during this timeframe.
- 2.3.4.8 The Streets Department will use a “daily” rate or an “hourly” rate. The daily rate will apply for services rendered by each tow truck for more than four (4) and up to eight (8) consecutive hours in one day. The hourly rate applies to services rendered by each tow truck for one (1) to (4) four consecutive hours in one day.
- 2.3.4.9 Vendor shall state an hourly (HR) overtime rate for hours worked in excess of eight (8) consecutive hours (Mon-Fri), for hours worked beyond 5 PM (Mon-Fri), and for hours worked on Saturday, Sunday and Holidays (Columbus Day, Veteran’s Day, Good Friday, Martin Luther King, President Day, Thanksgiving, Christmas, New Years etc.)
- 2.3.4.10 Vendor shall state a daily rate for Saturday, Sunday and Holidays (Columbus, Veteran’s Day, Good Friday, Martin Luther King, Presidents Day, Thanksgiving, Christmas, New Years, etc).

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 17 50
		FIRM NAME (Must be filled in)	

2.3.5 **SPECIFIC EQUIPMENT**

- 2.3.5.1 **25074 000 015**
Under 10 Ton Tow Truck -
with - 2-way radio or cellular
phone – Daily Rate Mon-Fri
(for hours worked greater than 4 and
up to 8 per day).

- 2.3.5.2 **25074 000 015 00**
Under 10 Ton Tow Truck -
with 2-way radio or cellular
phone – Overtime Hourly Rate Mon-Fri
(for hours worked in excess of 8
when using daily rate; or for hours worked
M-F after 5PM)

- 2.3.5.3 **25074 000 016**
Tow Truck, under 10 Tons
with 2-way radio or cellular
phone. Hourly Rate Mon-Fri
(for 1-4 hours worked before
5:00 PM)

- 2.3.5.4 **25074 000 017**
Under 10 Tons; 2-way
radio or cellular phone –
Daily Rate Sat/Sun/Hol
for hours worked greater than
4 and up to 8.

- 2.3.5.5 **25074 000 018**
Under 10 Tons- 2-way
radio or cellular phone.
Hourly Rate Sat/Sun/Hol
For 1-4 hours worked; or for hours
worked in excess of 8.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 18 50
		FIRM NAME (Must be filled in)	

2.4 **SECTION C: THE OFFICE OF FLEET MANAGEMENT**

- 2.4.1 The successful bidder shall furnish and deliver all labor, material and equipment to perform the services as ordered and required by the Office of Fleet Management should Fleet Management request the service.
- 2.4.2 OFM requires 24-hour towing service with a 30 minute response time under normal circumstances. If any emergency towing service is required, successful bidder will work with OFM to ensure a quicker response time.
- 2.4.3 OFM reserves the right to assist vendor's tow operator and equipment with OFM vehicles and personnel. In the event of a major incident where multiple vendor vehicles and OFM vehicles are needed, coordination will be provided by OFM or Police supervisory personnel.
- 2.4.4 The Office of Fleet Management shall contact the awarded vendor directly and not through the Police Radio Room. Successful vendor will only accept OFM requests for towing services by authorized Shop 134 dispatching personnel.
- If a Fire Department Tiller Ladder Truck should require towing, OFM will provide vendor needed personnel to help move vehicle.
- 2.4.5 OFM dispatch personnel will provide successful vendor with the gross vehicle weight and/or the number of axles of the vehicle to be towed, as well as, how many City operators are with the vehicle.
- 2.4.6 The successful bidder will provide OFM with a service record on relocated vehicle listing the following information:
- Vehicle License Number
 - Vehicle City Property Number
 - Vehicle Mileage
 - Vehicle Identification Number
 - Location vehicle was recovered
 - OFM Shop location vehicle was relocated.
 - Any damage noticed on City vehicle.
 - Date and time of towing.
 - Driver time on and driver time off

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 19 50
		FIRM NAME (Must be filled in)	

- 2.4.7 Successful bidder will notify shop supervisor upon dropping-off vehicle at their location for repair.
- 2.4.8 Successful bidder will be responsible for any work required to render the disabled vehicle suitable for towing such as retrieval, up righting, and removal of drive shafts. Drive shafts shall be removed properly before towing and reinstalled upon arrival at destination. Successful vendor shall have and maintain appropriate insurance to cover any damage done to any vehicle being serviced under this contract. Said insurance shall include but not be limited to any damage done during retrieval, hauling/towing, removal of drive shafts, or unloading.

2.4.9 **25074 003**
Tolls/Hotel Reimbursement

On occasion, successful bidder will be required to transport disabled vehicles from OFM shop locations to repair vendor location (s). Successful vendor will be reimbursed any toll charges paid en-route to repair vendor and back.

In addition, OFM may require awarded vendor to pick up a disabled city vehicle in other states. When this is required, charges for hotel stay and road tolls shall be allowed and paid. Successful bidder must supply all receipts for hotel and tolls with invoice. Gas and mileage will not be an authorized item. Vendor will be reimbursed at cost. No markup will be allowed or paid. This line item will not cover gas and mileage.

- 2.4.10 **Labor**
Successful bidder shall cover minor road-service repairs that will alleviate the need for a tow. Minor road service repairs may include such things as jump starting a battery. In emergency situations, bidder shall also be responsible for the removal of debris including but not limited to: glass, parts and/or other vehicle related items at the site of the required towing. In these instances, an hourly labor rate may be charged for the vendor's agent on site.

Labor shall also be allowed when additional manpower is required on site for winch and recovery services.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 20 50
		FIRM NAME (Must be filled in)	

2.4.10.1 **Labor Rates**

25074 000 013

Road side breakdown where
Repairs can be made on-site.
Regular work hours 7am to 5pm
Monday-Friday

25074 000 060

Road side breakdown where
Repairs can be made on-site.
Overtime hours 5pm to 7am
Monday-Friday, Saturday,
Sunday, Holidays.

25074 000 037

Additional manpower-per person
Recovery of damaged or stuck vehicles
Regular work hours 7:00 am – 5:00 pm
Monday-Friday

25074 000 043

Additional manpower-per person
Recovery of damaged or stuck vehicles
Overtime hours 5:00 pm to 7:00 am Monday-
Friday, all day Saturday, Sunday, Holidays

25074 000 025

Hourly rate for tows exceeding
200 miles to maintain compliance
with DOT's regulations for CDL drivers.

2.4.11 **Accident Recovery of damaged or stuck City vehicles:**

Services required to include: upright overturned vehicle, removal of vehicles from sink holes or off road ravines.

Winch vehicle or truck stuck in mud or snow using winches, cables, and/or chains. Including slight to medium grade or embankment.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 21 50
		FIRM NAME (Must be filled in)	

Retrieve snow equipment with mounted snow plows. OFM shall provide a technician to remove snow plow from equipment. Provide car carrier/roll back to load and secure snow plow and return to designated OFM facility. Regular towing rates shall apply to broken-down vehicles.

OFM designee and/or Philadelphia Police must be on site and authorize use of equipment and ensuing charges.

2.4.12

Standby Vehicle Recovery-Special Events:

The OFM will request a 35 ton wrecker and/or a 15-25 ton wrecker with cell phone to report to the OFM Shop 134 Road Service Coordinator, 100 E. Hunting Park Avenue, Phila. Pa 19124. OFM will provide the driver(s) a city radio and call number and driver shall provide cell phone number to OFM. OFM will have full dispatch authority over the vehicle(s) during the time of assignment to OFM. Wrecker operators shall be fully experienced in recovery efforts for snow, mud, and ice. Tow vehicle shall be equipped with winter traction devices.

Tow operators may call for additional help from home base only receiving approval to do so from the OFM Road Service Coordinator.

2.4.12.1 **Required Work Shift**

Normal duration of assignment(s) shall be eight (8) to twelve (12) hours.

2.4.12.2 **Shift Changes**

If no current assignment is underway and a shift change is required, then shift change will occur at event site. Sign in and off shall be done via city provided radio.

2.4.12.3 **Invoicing for Standby**

Awarded vendor shall provide one invoice per vehicle and total hours. All jobs performed shall be listed on this invoice. Invoice shall only be for total hours on standby. No travel time to or from home base will be allowed or paid. City Road Service Dispatcher signature required on operator ticket for both in and out times unless shift change occurs at event site.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 22 50
		FIRM NAME (Must be filled in)	

2.4.13 **EQUIPMENT REQUIRED IN OFM OPERATIONS**

NOTE: Equipment should be equipped with wheelift or approved equal.

2.4.13.1 **GENERAL TOW/HAUL EQUIPMENT**

2.4.13.1.1 **Regular Hours 7am to 5pm
Monday-Friday**

25074-000-000

TOW: 35 Ton Wrecker/Mobile Crane

25074-000-002

TOW: 15-25 Ton Wrecker/Mobile
Crane

25074-000-004

TOW: Car Carrier (roll back)

25074-000-011

HAUL: Low bed tractor trailer

25074-000-053

HAUL: Low bed tractor trailer
(Oversized transport)

25074-000-012

TOW: Over 35 ton Wrecker/Mobile
Crane

2.4.13.1.2 **Overtime hours 5 pm to 7am
Monday-Friday, Saturday, Sunday,
Holidays**

25074-000-054

TOW: 35 Ton Wrecker/Mobile Crane

25074-000-055

TOW: 15-25 Ton Wrecker/Mobile
Crane

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 23 50
		FIRM NAME (Must be filled in)	

25074-000-056

TOW: Car Carrier (roll back)

25074-000-057

HAUL: Low bed tractor trailer

25074-000-058

HAUL: Low bed tractor trailer
(Oversized transport)

25074-000-059

TOW: Over 35 ton Wrecker/Mobile
Crane

2.4.13.2 **WINCH EQUIPMENT**

2.4.13.2.1 **Regular Hours 7am to 5pm
Monday-Friday**

25074-000-026

WINCH: 35 Ton Wrecker/Mobile
Crane

25074-000-027

WINCH: 15-25 Ton Wrecker/Mobile
Crane

25074-000-028

WINCH: Over 35 Ton
Wrecker/Mobile Crane

2.4.13.2.2 **Overtime hours 5 pm to 7am
Monday-Friday, Saturday, Sunday,
Holidays**

25074-000-029

WINCH: 35 Ton Wrecker/Mobile
Crane

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 24 50
		FIRM NAME (Must be filled in)	

25074-000-030

WINCH: 15-25 Ton Wrecker/Mobile Crane

25074-000-031

WINCH: Over 35 Ton
Wrecker/Mobile Crane

2.4.13.3 **ACCIDENT RECOVERY/SPECIAL EVENTS**

2.4.13.3.1 **Regular Hours 7am to 5pm
Monday-Friday**

25074-000-032

ACCIDENT RECOVERY: 35 Ton
Wrecker/Mobile Crane

25074-000-033

ACCIDENT RECOVERY: 15-25 Ton
Wrecker/Mobile Crane

25074-000-034

ACCIDENT RECOVERY: Over 35
Ton Wrecker/Mobile Crane

25074-000-035

ACCIDENT RECOVERY: Car Carrier
(roll back)

25074-000-036

ACCIDENT RECOVERY: Low Bed
Tractor Trailer

2.4.13.3.2 **Overtime hours 5 pm to 7am
Monday-Friday, Saturday, Sunday,
Holidays**

25074-000-038

ACCIDENT RECOVERY: 35 Ton
Wrecker/Mobile Crane

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 25 50
		FIRM NAME (Must be filled in)	

25074-000-039

ACCIDENT RECOVERY: 15-25 Ton
Wrecker/Mobile Crane

25074-000-040

ACCIDENT RECOVERY: Over 35
Ton Wrecker/Mobile Crane

25074-000-041

ACCIDENT RECOVERY: Car Carrier
(roll back)

25074-000-042

ACCIDENT RECOVERY: Low Bed
Tractor Trailer

25074-000-061

75 Ton Rotator for recovery operation to include all
necessary personnel, equipment and supplies

2.4.13.3

SPECIALTY EQUIPMENT

For Use with Winch and Accident
Recovery

25074-000-046

Fork Lift w/operator

25074-000-047

Skid Steer w/operator

25074-000-048

Track Loader w/operator

25074-000-049

Large Wheel Loader w/operator

25074-000-050

Recovery Trailer w/airbags

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 26 50
		FIRM NAME (Must be filled in)	

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 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s), either in whole, or by section, whichever is deemed to be in the best interest of the City. Bidder must bid all items in a section to be eligible for an award.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 27 50
		FIRM NAME (Must be filled in)	

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.

3.2.3 **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 \$32,000.01. All awards at the \$32,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 28 50
		FIRM NAME (Must be filled in)	

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.

3.2.5

INSURANCE:

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 29 50
		FIRM NAME (Must be filled in)	

The City's coverage as an additional insured shall be primary coverage. This 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, cancelled or non-renewed. Certificates of insurance evidencing the required coverage's shall be submitted to the City with 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 by the Contractor to the City or to limit the Contractor's liability 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/GARAGE 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 operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as Insured; cross liability and broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) **AUTO 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: Any Automobile.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 30 50
		FIRM NAME (Must be filled in)	

- (d) GARAGEKEEPERS LEGAL LIABILITY INSURANCE
 - (1) Limit of Liability: \$100,000 for damage to any vehicles while in vendors care, custody and control, including “On-Hook” coverage.

- (e) Every policy shall incorporate the following cross liability endorsement or provision:

Cross Liability: It is understood and agreed that the insurance afforded by this policy or policies for more than one named insured shall not operate to increase the limits of the company’s liability, but otherwise shall not operate to limit or void the coverage of any one named insured as in respects to claims against the same named insured, by any other named insured, or the employees of such other named insured.

- (f) The Contractor must resolve and be solely responsible for any and all damages claimed by the vehicle owner.

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

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

Order Against Contracts

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 31 50
		FIRM NAME (Must be filled in)	

4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.

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

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

4.1.4 **ADD-ONS:**

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 32 50
		FIRM NAME (Must be filled in)	

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

4.2 **VENDOR RESPONSIBILITY:**

- 4.2.1 Contractor may deliver only products, services or equipment (as applicable) as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may deliver only products, services or equipment (as applicable) at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 Contractors may deliver products, services or equipment (as applicable) up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 **VIOLATION OF CONTRACT**
If contractor abandons the work or if the job time schedule as defined between the operating department and the contractor prior to the initiation of work is exceeded or if the contractor neglects or fails to prosecute the work with promptness and diligence, or shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment, or if vendor shall execute any of the work improperly, carelessly, or in bad faith or if the contractor shall default in the performance of any of the terms, conditions and provisions of the contract, the operating department may notify in writing the contractor to remedy his neglect or default and require the contractor to comply with the terms, conditions and provisions of this contract resulting from this Invitation and Bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 33 50
		FIRM NAME (Must be filled in)	

4.2.4.1 **LIQUIDATED DAMAGES**

Failure by the successful bidder to comply with paragraph 2.1.2 will result in liquidated damages in the amount of \$75.00 per half hour or \$500.00 per day for each truck requested.

4.2.4.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing.

Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law. The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. The City/using agency shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on vendor; all assessments of liquidated damages must also be reported, in writing, to the Procurement dept. Buyer as they occur. In the event of assessment of liquidated damages, if the vendor feels that extenuating circumstances contributed to the occurrence, a request for a waiver on the liquidated damages may be appealed in writing, within 30 days to the using agency and the Procurement Department who shall be the final arbiter in such matters.

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 34 50
		FIRM NAME (Must be filled in)	

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

4.2.8 **RECYCLING INFORMATION REQUEST:**

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

Product bid contains recycled content? YES NO

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

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

Is your product shipped in returnable Containers? YES NO

4.2.9 **Approval of Work:**

All completed work shall be approved by the ordering department 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 the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return are to be at the sole expense of the Contractor.

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

4.2.11 **Basis of Payment**

Payment will be made to the contractor once per month, following receipt of invoice by the City.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 35 50
		FIRM NAME (Must be filled in)	

The liability of the City will be limited to the items listed in Section 5 and no other costs or charges will be assumed.

- 4.2.11.1 Upon completion of each service, vendor will immediately submit a complete and clear copy of his invoice-typed copy preferred.

Invoice must include:

- a. Contract Number
- b. Date of Service
- c. Locations Worked
- d. Time Started
- e. Time Finished
- f. Number of Hours Worked
- g. Amount of Bill
- h. Name of Contractor
- i. Address of Contractor
- j. Copy of Time Sheet Signed by the appropriate departmental designee
- k. Type and Number of Vehicles Used
- l. Complete Description of vehicle(s) moved or towed

4.2.11.2 **Streets Department Only**

All invoicing must include:

Vendor Name/Address/Phone Number,
Service Date(s), Purchase Order
Number, Ticket Number(s), Crew Identification, start-finish
time, tally of hours, Number of days, number of regular
hours, number of overtime hours, ticket amount and totals.

Invoices for the Streets Department shall be submitted in accordance with the Streets Department refer to Attachment A(at end of bid document) for sample of invoicing format in this Invitation and Bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 36 50
		FIRM NAME (Must be filled in)	

All invoices to be sent in triplicate with one copy. Vendor to bill to nearest quarter hours.

4.2.11.3 **Fleet Management Only**

Vendor will invoice monthly. One invoice for all services will be submitted with a spreadsheet listing ticket numbers and itemized charges by commodity code. A copy of individual work tickets shall be attached.

Invoices shall be sent to:
Office of Fleet Management
Accounts Payable Unit
100 South Broad Street, 3rd fl
Phila., Pa 19110
Attn: Wanda Shepard
Accounts Payable Supervisor

4.2.13 **Invoices/Receipts:**

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 37 50
		FIRM NAME (Must be filled in)	

4.4.1 **PRICE INCREASE OR DECREASE:**

Awarded Vender shall provide Towing Services at the prices set forth in Section 5 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 three (3) additional one (1) year period(s). 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 June of the **applicable year of the renewal.**

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).

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 38 50
		FIRM NAME (Must be filled in)	

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

SECTION 5: PRICING

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

NOTE:

Unit Price(s) quoted below (Section 5: Pricing), will prevail in case of any discrepancy(ies) between Unit Price and "Amount" and will be the determining factor in establishing applicable contract amount(s)/award.

<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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BIDDER SHALL STATE PRICE PER HOUR:

SECTION A

5.1 POLICE DEPARTMENT

5.1.1	25074 000 020 35 ton wrecker, with underlift/wheelift unit and a 2-way radio or cellular phone. Bidder shall state price per hour	10	HR	\$_____	\$_____
5.1.2	25074 000 021 12-15 ton wrecker, with underlift/wheelift unit and a 2-way radio or cellular phone. Bidder shall state price per hour	5	HR	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 39 50
		FIRM NAME (Must be filled in)	

		<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.3	25074 000 020 25 ton wrecker, with underlift/wheelift unit and a 2-way radio or cellular phone. Bidder shall state price per hour	5	HR	\$_____	\$_____
5.1.4	25074 000 023 35 ton low bed tractor trailer Landroll type bidder shall state price per hour	5	HR	\$_____	\$_____
5.1.5	25074 000 024 30 ton wrecker, with underlift/wheelift unit and a 2-way radio or cellular phone. Bidder shall state price per hour	5	HR	\$_____	\$_____
5.1.6	25074 000 003 Under 10 Ton Tow Truck- With 2-way radio or cellular phone. Bidder shall state price per hour	5	HR	\$_____	\$_____
5.1.7	25074 000 004 Car Carrier (roll back) With 2-way radio or cellular phone. Bidder shall state price per hour	260	HR	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 40 50
		FIRM NAME (Must be filled in)	

		<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.8	25074 000 005 75 Ton Rotator to include all necessary personnel, equipment and supplies. Bidder shall state price per hour	5	HR	\$_____	\$_____
5.1.9	25074 000 006 Storage Fee per day At vendor's yard	1	DA	\$_____	\$_____

BIDDER SHALL STATE PRICE PER UNIT OF MEASURE:

5.2 **SECTION B:**
STREETS DEPARTMENT

5.2.1	25074 000 015 Under 10 Ton Tow Truck - with 2-way radio or cellular phone. Daily Rate M-F, greater than 4 and up to 8 hours per day. Bidder shall state price per day	1,000	DA	\$_____	\$_____
5.2.2	25074 000 015 00 Overtime Hourly Rate M-F Hours in excess of 8 when using daily rate; and for hours M-F after 5 PM	250	HR	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 41 50
		FIRM NAME (Must be filled in)	

		<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.2.3	25074 000 016 Under 10 Ton Tow Truck - with 2-way radio or cellular phone. Hours Rate M-F for 1-4 hours worked before 5PM. Bidder shall state price per hour	310	HR	\$ _____ \$ _____	
5.2.4	25074 000 017 Under 10 Tons; 2-Way Radio Or Cellular Phone. 4 TO 8 Hour Day. Daily Rate for Saturday, Sunday and the following Holidays: New Years, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.	25	DA	\$ _____ \$ _____	
5.2.5	25074 000 018 Under 10 Tons- 2-Way Radio Or Cellular Phone. Hourly Rate for Saturday, Sunday and the following Holidays: New Years, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas. 1-4 hours worked, or hours in excess of 8	5	HR	\$ _____ \$ _____	
	SUBTOTAL SECTION B (Items 5.2.1 through 5.2.6)			\$ _____	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 42 50
		FIRM NAME (Must be filled in)	

<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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SECTION C:

5.3 DEPARTMENT OF FLEET MANAGEMENT

5.3.1 GENERAL TOW/HAUL EQUIPMENT

- | | | | | |
|---------|---|----|----------|----------|
| 5.3.1.1 | 25074-000-000 30
TOW - 35 Ton Wrecker/Mobile crane.
Regular work hours 7:00 am – 5:00 pm
Monday-Friday
Billable Time: “Hook Up, Tow, & Drop Time”
(Port to Port Time Is Not Allowed) | HR | \$ _____ | \$ _____ |
| 5.3.1.2 | 25074-000-002 30
TOW - 15-25 Ton Wrecker/Mobile crane.
Regular work hours 7:00 am – 5:00 pm
Monday-Friday
Billable Time: “Hook Up, Tow, & Drop Time”
(Port to Port Time Is Not Allowed) | HR | \$ _____ | \$ _____ |
| 5.3.1.3 | 25074 000 004 30
TOW - Car Carrier (roll back)
Regular work hours 7:00 am – 5:00 pm
Monday-Friday
Billable Time: “Hook Up, Tow, & Drop Time”
(Port to Port Time Is Not Allowed) | HR | \$ _____ | \$ _____ |
| 5.3.1.4 | 25074-000-011 25
HAUL - Low Bed Tractor Trailer
Regular work hours 7:00 am – 5:00 pm
Monday-Friday
Billable Time: “Hook Up, Tow, & Drop Time”
(Port to Port Time Is Not Allowed) | HR | \$ _____ | \$ _____ |

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 43 50
		FIRM NAME (Must be filled in)	

	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.1.5	25074 000 053 10	HR	\$ _____ \$_____	
	HAUL - Low Bed Tractor Trailer (OVERSIZED TRANSPORT) Regular work hours 7:00 am – 5:00 pm Monday-Friday Billable Time: “Hook Up, Tow, & Drop Time” (Port to Port Time Is Not Allowed)			
5.3.1.6	25074-000-012 25	HR	\$ _____ \$_____	
	TOW - Over 35 Ton Wrecker/Mobile crane. Regular work hours 7:00 am – 5:00 pm Monday-Friday Billable Time: “Hook Up, Tow, & Drop Time” (Port to Port Time Is Not Allowed)			
5.3.1.7	25074 000 013 8	HR	\$ _____ \$_____	
	REPAIR - Road side breakdown where Repairs can be made on-site. Regular work hours 7:00 am – 5:00 pm Monday-Friday Billable Time: “On Site Repair Time” (Port to Port Time Is Not Allowed)			
5.3.1.8	25074 000 054 20	HR	\$ _____ \$_____	
	TOW - 35 Ton Wrecker/Mobile crane. Overtime hours 5:00 pm to 7:00 am Monday- Friday, all day Saturday, Sunday, Holidays Billable Time: “Hook Up, Tow, & Drop Time” (Port to Port Time Is Not Allowed)			
5.3.1.9	25074 000 055 20	HR	\$ _____ \$_____	
	TOW - 15-25 Ton Wrecker/Mobile crane. Overtime hours 5:00 pm to 7:00 am Monday- Friday, all day Saturday, Sunday, Holidays Billable Time: “Hook Up, Tow, & Drop Time” (Port to Port Time Is Not Allowed)			

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 44 50
		FIRM NAME (Must be filled in)	

	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.1.10	25074 000 056 20	HR	\$ _____	\$ _____
	TOW - Car Carrier (roll back)			
	Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays			
	Billable Time: "Hook Up, Tow, & Drop Time" (Port to Port Time Is Not Allowed)			
5.3.1.11	25074 000 057 10	HR	\$ _____	\$ _____
	HAUL - Low Bed Tractor Trailer			
	Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays			
	Billable Time: "Hook Up, Tow, & Drop Time" (Port to Port Time Is Not Allowed)			
5.3.1.12	25074 000 058 8	HR	\$ _____	\$ _____
	HAUL - Low Bed Tractor Trailer (OVERSIZE TRANSPORT)			
	Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays			
	Billable Time: "Hook Up, Tow, & Drop Time" (Port to Port Time Is Not Allowed)			
5.3.1.13	25074 000 059 8	HR	\$ _____	\$ _____
	TOW - Over 35 Ton Wrecker/Mobile crane.			
	Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays			
	Billable Time: "Hook Up, Tow, & Drop Time" (Port to Port Time Is Not Allowed)			
5.3.1.14	25074 000 060 4	HR	\$ _____	\$ _____
	REPAIR - Road side breakdown where Repairs can be made on-site.			
	Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays			
	Billable Time: "On Site Repair Time" (Port to Port Time Is Not Allowed)			

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 45 50
	FIRM NAME (Must be filled in)		

<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.3.2 **WINCH**

- | | | | |
|---------|---|----------|----------|
| 5.3.2.1 | 25074-000-026 10 HR
WINCH- 35 Ton Wrecker/Mobile crane.
Regular work hours 7:00 am – 5:00 pm
Monday-Friday
Billable Time: “On Site Recovery Time”
(Port to Port Time Is Not Allowed) | \$ _____ | \$ _____ |
| 5.3.2.2 | 25074-000-027 10 HR
WINCH- – 15-25 Ton Wrecker/Mobile crane.
Regular work hours 7:00 am – 5:00 pm
Monday-Friday
Billable Time: “On Site Recovery Time”
(Port to Port Time Is Not Allowed) | \$ _____ | \$ _____ |
| 5.3.2.3 | 25074-000-028 10 HR
WINCH- – Over 35 Ton Wrecker/Mobile crane.
Regular work hours 7:00 am – 5:00 pm
Monday-Friday
Billable Time: “On Site Recovery Time”
(Port to Port Time Is Not Allowed) | \$ _____ | \$ _____ |
| 5.3.2.4 | 25074-000-029 10 HR
WINCH- - 35 Ton Wrecker/Mobile crane.
Overtime hours 5:00 pm to 7:00 am Monday-
Friday, all day Saturday, Sunday, Holidays
Billable Time: “On Site Recovery Time”
(Port to Port Time Is Not Allowed) | \$ _____ | \$ _____ |
| 5.3.2.5 | 25074-000-030 10 HR
WINCH- – 15-25 Ton Wrecker/Mobile crane.
Overtime hours 5:00 pm to 7:00 am Monday-
Friday, all day Saturday, Sunday, Holidays
Billable Time: “On Site Recovery Time”
(Port to Port Time Is Not Allowed) | \$ _____ | \$ _____ |

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 46 50
		FIRM NAME (Must be filled in)	

	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.2.6	25074-000-031 10	HR	\$ _____	\$ _____
	WINCH- – Over 35 Ton Wrecker/Mobile crane.			
	Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays			
	Billable Time: “On Site Recovery Time” (Port to Port Time Is Not Allowed)			

5.3.3 ACCIDENT RECOVERY/EVENTS

5.3.3.1	25074-000-032 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY- 35 Ton Wrecker/Mobile crane.			
	Regular work hours 7:00 am – 5:00 pm Monday-Friday			
	Billable Time: “On Site Recovery Time” (Port to Port Time Is Not Allowed)			
5.3.3.2	25074-000-033 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY – 15-25 Ton Wrecker/Mobile crane.			
	Regular work hours 7:00 am – 5:00 pm Monday-Friday			
	Billable Time: “On Site Recovery Time” (Port to Port Time Is Not Allowed)			
5.3.3.3	25074-000-034 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY – Over 35 Ton Wrecker/Mobile crane.			
	Regular work hours 7:00 am – 5:00 pm Monday-Friday			
	Billable Time: “On Site Recovery Time” (Port to Port Time Is Not Allowed)			
5.3.3.4	25074-000-035 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY -Car Carrier (roll back)			
	Regular work hours 7:00 am – 5:00 pm Monday-Friday			
	Billable Time: “On Site Recovery Time” (Port to Port Time Is Not Allowed)			

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 47 50
		FIRM NAME (Must be filled in)	

	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.3.5	25074-000-036 8	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY Accident Recovery -Low Bed Tractor Trailer			
	Regular work hours 7:00 am – 5:00 pm Monday-Friday Billable Time: “On Site Recovery Time” (Port to Port Time Is Not Allowed)			
5.3.3.6	25074-000-037 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY – Additional Man Power			
	Regular work hours 7:00 am – 5:00 pm Monday-Friday Billable Time: “On Site Recovery Time” (Port to Port Time Is Not Allowed)			
5.3.3.7	25074-000-038 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY - 35 Ton Wrecker/Mobile crane.			
	Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays Billable Time: “On Site Recovery Time” (Port to Port Time Is Not Allowed)			
5.3.3.8	25074-000-039 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY – 15-25 Ton Wrecker/Mobile crane.			
	Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays Billable Time: “On Site Recovery Time” (Port to Port Time Is Not Allowed)			
5.3.3.9	25074-000-040 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY – Over 35 Ton Wrecker/Mobile crane.			
	Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays Billable Time: “On Site Recovery Time” (Port to Port Time Is Not Allowed)			

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 48 50
		FIRM NAME (Must be filled in)	

	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.3.10	25074-000-041 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY -Car Carrier (roll back) Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays Billable Time: "On Site Recovery Time" (Port to Port Time Is Not Allowed)			
5.3.3.11	25074-000-042 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY -Low Bed Tractor Trailer Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays Billable Time: "On Site Recovery Time" (Port to Port Time Is Not Allowed)			
5.3.3.12	25074-000-043 10	HR	\$ _____	\$ _____
	ACCIDENT RECOVERY - Additional Man Power Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays Billable Time: "On Site Recovery Time" (Port to Port Time Is Not Allowed)			
5.3.3.13	25074 000 061 10	HR	\$ _____	\$ _____
	75 Ton Rotator to include all necessary personnel, equipment and supplies. Overtime hours 5:00 pm to 7:00 am Monday-Friday, all day Saturday, Sunday, Holidays Billable Time: "On Site Recovery Time" (Port to Port Time Is Not Allowed)			

5.3.4 SPECIALTY EQUIPMENT

5.2.4.1	25074-000-046 10	HR	\$ _____	\$ _____
	Fork Lift w/operator Billable Time: "On Site Recovery Time" (Port to Port Time Is Not Allowed)			

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 49 50
		FIRM NAME (Must be filled in)	

	<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.4.2	25074-000-047 10 Skid Steer w/operator Billable Time: "On Site Recovery Time" (Port to Port Time Is Not Allowed)	HR	\$ _____	\$ _____
5.3.4.3	25074-000-048 10 Track Loader w/operator Billable Time: "On Site Recovery Time" (Port to Port Time Is Not Allowed)	HR	\$ _____	\$ _____
5.3.4.4	25074-000-049 10 Large Wheel Loader w/operator Billable Time: "On Site Recovery Time" (Port to Port Time Is Not Allowed)	HR	\$ _____	\$ _____
5.3.4.5	25074-000-050 10 Recovery Trailer w/airbags Billable Time: "On Site Recovery Time" (Port to Port Time Is Not Allowed)	HR	\$ _____	\$ _____
5.3.4.6	25074 000 025 20 Hourly rate for tows exceeding 200 miles to maintain compliance with DOT's regulations for CDL drivers.	HR	\$ _____	\$ _____
5.3.4.7	25074 003 In the event overnight accommodations and/or tolls are required, with prior authorization and receipts. This line item will not cover gas and mileage. Vendor will be reimbursed at cost. No markup will be allowed or paid. Estimated expenditures: \$2400.00			

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4Z60000	PAGE OF 50 50
		FIRM NAME (Must be filled in)	

<u>Estimated Quantities</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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SUBTOTAL SECTION C \$ _____
**(Items 5.3.1 through section 5.3.4 plus estimated
expenditures factored in)**

GRAND TOTAL \$ _____
(Total Section A + Section B + Section C)

BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).

TYPE OF TRANSPORT: _____

BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

Attachment A

SAMPLE INVOICING FORMAT FOR STREETS DEPARTMENT

VENDOR NAME
 VENDOR ADDRESS AND PHONE NUMBER

DATES OF SERVICE: XX/1/XX TO XX/30/XX
 POXX0XXXXXXXXXX

Invoice No. XXXXXX

Date	Day of Week	Ticket No.	Crew	Start - Finish	Tally of Hours	Daily M-F @ \$XXX/da	Overtime HRLY M-F @ \$XX/Hr	Hourly M-F @ \$XX/Hr	Daily S/S/H @ \$XX/da	Hourly S/S/H @ \$XX/Hr	Ticket Amt
XX/01/X	Tues	1245	A	6:30 AM-2:30 PM	8.00	1					\$\$\$.\$\$
XX/02/X	Thurs	2045	B	8:00 AM-3:30 PM	7.50	1					\$\$\$.\$\$
XX/05/X	Sat	3312	LS	7:30 AM-1:00 PM	5.50				1.00		\$\$\$.\$\$
XX/10/X	Mon	4702	3RD	6:00 AM-3:30 PM	9.50	1		1.00			\$\$\$.\$\$
XX/15/X	Sun	5015	C	7:30 AM-9:30 AM	2.00					2.00	\$\$.\$\$\$
XX/20/X	Fri	6632	A	6:30 AM-3:30 PM	9.00	1	0.50				\$\$.\$\$\$
					4.00		0.50	1.00	1.00	2.00	\$\$\$.\$\$

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



CITY OF PHILADELPHIA

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

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

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

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

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

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

BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date states as the Bid opening. **INDICATE BID NUMBER AND OPENING DATE ON ENVELOPE.**
- Note the City Anti-Discrimination Policy. If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet all qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. Faxed bids will not be accepted.
- Do not submit counter terms or conditions. **Your bid will be rejected.**
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts. All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

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

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



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

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

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Email Address _____

Telephone No.: _____ Fax No.: _____

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

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

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

Mail Request To:

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

COMPANY CHECK OR MONEY ORDER ONLY



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

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

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$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

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

This system will be operational twenty four hours a day, seven days a week. All you have to do is log on to the City of Philadelphia website: www.phila.gov, 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)