Lubricants, Oils (Recycled and Virgin) and Greases

S6Z61250

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**
Required by: **VARIOUS DEPARTMENTS**

Bid Opening Date:	**February 10, 2016**
Bid Opening Time:	**10:30 AM Philadelphia Local Time**
Location for Bid Opening:	**MUNICIPAL SERVICES BUILDING - ROOM 170A** **1401 JFK BOULEVARD, PHILADELPHIA PA 19102**
Buyer:	**S. Brown**
Spec. Writer:	**K. Owens**

This Invitation and Bid with your quotations must be received prior to the above cited bid opening date and time.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED*. BIDDER MUST COMPLETE THE INFORMATION BELOW:*

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

BID QUESTIONS

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

Bid is Best and Good Faith Efforts.

GENERAL INFORMATION

This Invitation and 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 and Bid and Contract.

FOR PROCUREMENT USE ONLY. DO NOT MAKE ANY MARKS IN THIS BOX.

Bid Security Fee ☐Yes ☐No Method (if paid with bid) _____ Check or M/O # _____

Bid Processing Fee ☐Yes ☐No Method _____ Check or M/O # _____

Trevor Day
Acting Procurement Commissioner

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Lubricants, Oils (Recycled and Virgin) and Greases**

SCHEDULE NO: 44

1.2 **CONTRACT TERM**: Date of Award through One Year ("Initial Term"). The City may, at its sole discretion renew the contract for up to three (3) months, in order to prevent a lapse in coverage until a new contract is in place.

1.2.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the "Renewal Notice") notifying the successful bidder 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 successful bidder 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 successful bidder has agreed, verbally or in writing, to such renewal of the Contract term.

1.2.2 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 successful bidder 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 Paragraph 19, Default and Termination, of the attached SS&E Terms and Conditions of Bidding and Contract.

1.3 **CONTRACT TYPE: REQUIREMENTS**

1.3.1 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 bidder(s) are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency through a purchase order or other authorized document from the Procurement Department.

1.3.2 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 years by City Council. The City's fiscal year is from July 1st to June 30th inclusive.

Materials 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 an award involving following fiscal years' funds until such orders are issued.

The obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful bidder(s) may be required to furnish an individual Performance Bond in addition to a Performance Security Fee to cover units awarded to them.

1.4 **METHODOLOGY OF ACQUISITION**:

1.5 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for **Lubricants, Oils (Recycled and Virgin) and Greases** for the various City agencies and departments as specified herein during the contract period.

1.6 **BID SECURITY**

1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's New Annual Bid Security Program. The program covers the time period from **July 1, 2015 – June 30, 2016**. All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order.

The fee should be submitted, under separate cover, to the attention of **"Annual Bid Security Program"** at least one day prior to the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**$100.00**) made payable to "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract".

1.7 **BID INFORMATION**:

1.7.1 All information related to this bid will be contained in this Invitation and Bid as issued or amended.

1.7.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.

1.7.3 **School Board:**

The School Board may expend approximately $80,000.00 for lubricants and oils. The School Board will issue their own purchase orders for which they alone will be held responsible.

1.8 **BID SUBMISSION**:

1.8.1 All bids submitted to the City of Philadelphia must adhere to all bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.

1.8.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.

1.8.3 Bidders must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening**.** Bids that are not in the bid box prior to the bid opening may be disqualified.

1.8.4 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.

1.8.5 All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.

1.8.6 Bidder's bid should be complete and include ALL information required as described in the various sections of the bid specifications. All pricing must be completed on the forms provided and must be in **ink or typed**. The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

1.8.7 **BID PROCESSING FEE:**
All bidders MUST submit with their bid a non-refundable company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order to the order of the "The City of Philadelphia" in the amount of twenty-five dollars ($25.00) to cover the bid processing fee in accordance with Paragraph 3 of the "SS&E Terms and Conditions of Bidding and Contract". Failure to submit the bid processing fee may result in disqualification from bidding.

1.8.8 **LOCAL BIDDING PREFERENCE**

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 local bid preference[1]. In order to determine eligibility to receive the 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 which certification is incorporated into any contract resulting from this bid:

"Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)[2] 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 LBE certified 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."

If the Procurement Commissioner determines that the awarded bidder fails to comply with its certification at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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.

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[1] For applicable bids of One Million Dollars or less, the preference is ten percent (10%); for all other applicable bids the preference is five percent (5%).

[2] If the Bidder relies upon LBE 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.

1.8.9 **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_____

1.8.10 **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 prior to the bid opening by emailing bid.info@phila.gov, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. **Questions, whether written 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.** The City will respond to questions it considers appropriate to this Invitation and Bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any bidder question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

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 Invitation and Bid and in accordance with the specifications and requirements listed in this Invitation and Bid.

1.9 **BIDDER QUALIFICATION:**

1.9.1 Bidder's manufacturing plant must be ISO certified 9001: 2008 and provide proof of such with bid.

1.9.2 Products bid must be commercially available not formulated for the sole purpose of this bid.

Bidder shall be an authorized dealer of the brand manufacturer. Bidder shall supply the brand manufacturer's certification identifying the bidder as such. Base stock used by the brand manufacturer in a formulation of the final product bid must be virgin stock. No exceptions.

All bidders must provide a product cut sheet, a technical data spec sheet (verifiable on the manufacturer's website) and a letter from the manufacturer certifying that the product offered meets or exceeds the corresponding listed specifications for each brand bid for every section/item. Failure to provide all of this information along with your bid at the time of bid opening will be cause for disqualification.

1.9.3 **CERTIFICATION OF DELIVERY:**

1.9.3.1 Bidders must furnish a letter of guarantee of delivery from a major oil company refinery. This letter shall include:

a. Specific identification of the bidder.
b. Location of the source of supply.
c. Guarantee of quantities bid.
d. Guarantee of product quality.

1.9.4 The Office of Fleet Management reserves the right to inspect bidders location and/or manufacturing plant prior to award and during the life of the contract.

1.9.5 All bidders must be in a position to certify that OEM equipment warranty shall not be voided or adversely affected by awarded products. The bidder must agree to repair or replace any equipment damaged due to defective products provided under any successful bid resulting from this invitation and bid.

1.9.6 All bidders must be a bona fide dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Invitation and Bid; and demonstrate the bidder's ability to perform on a contract of this size and scope.

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

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.

SECTION 2: SPECIFICATIONS

2.1 GENERAL SPECIFICATIONS:

2.1.1 The successful bidder(s) shall be required to supply the City of Philadelphia's Office of Fleet Management (OFM) and various other City Departments/Agencies with Oils, Greases and Lubricants as listed in Sections 2 and 5 of this Invitation and Bid.

2.1.1.1 **15W40 Motor Oil Requirements/Specs CJ-4 Formulation**

1. National Brand
2. API approved CJ-4, SM
3. 100% Group II or higher based stock used in manufacturing, saturates >95%
4. Shear stability loss, no greater than 10% at 90 PASS
5. Minimum 15 CST (centistokes) at 100 degrees Centigrade Kinematic Viscosity in accordance with ASTM D 445.
6. TBN no less than 10 by ASTM D2896
7. Ash 1.0 MAX
8. Sulfur 0.4 MAX
9. Phosphorus 0.12 MAX
10. Deliveries made in drum, kegs, and pails must be factory/brand original. Awarded vendor must provide a copy of their Certification to repackage oil from manufacturer if they are doing so.
11. Vendor must provide fleet survey.
12. Available on line oil analysis report, reports to include TBN and Tan.
13. Brand approval letters from OEM.
14. Must provide extended engine oil Service Interval Capability.

2.1.1.2 **5W40 Motor Oil Requirements/Specs Fully Synthetic Formulation**

1. National Brand
2. API approved CJ-4, CI-4, PLUS, SM, SL.
3. 100% Group III or higher based stock used in manufacturing.

4. Shear stability loss - 10% MAXIMUM loss at 90 CYCLES.
5. Initial viscosity must be between 14.2 and 16.0 CST.
6. TBN no less than 10 by ASTM D2896.
7. Ash 1.0 MAX
8. Sulfur 0.4 MAX
9. Phosphorus 0.12 MAX.
10. Deliveries made in drum, kegs, and pails must be factory/brand original. Awarded vendor must provide a copy of their Certification to repackage oil from manufacturer if they are doing so.
11. Vendor must provide fleet survey.
12. Available on line oil analysis report - reports to include TBN and TAN.
13. Brand approval/compliance letters from major OEMs.
14. Must provide extended engine oil Service Interval Capability.
15. Demonstrated fuel saving benefit.

2.1.1.3 **20W50 Fully Synthetic Motorcycle Oil**

Full-synthetic, maximum shear stability to resist viscosity shear down in high performance engines and transmissions. Thermal stability to resist oxidation and high-temperature degradation.

1. Gravity, API: 29.4
2. Density, lb/gal @ 60 d F: 7.33
3. Flash Point: 270 (518)
4. Pour Point: -51 (-60)
5. Foam Sequence 0/0/0
6. Kenematic cSt @ 40 d C: 130.0
7. Kenematic cSt @ 100 d C: 17.7
8. Cold Cranking, cP: 2930 @ -10 d C
9. Pumping, cP: 8500 @ -20 d C
10. Viscosity Index: 150

2.1.1.4 **Universal Transmission Fluid**

Full-synthetic, low-viscosity (LV) transmission fluid for use in passenger car and light truck automatic transmissions that require a Ford MERCON LV, GM DEXTRON VI fluid.

Ford automatic transmissions and transaxles where a MERCON LV fluid is specified.

GM automatic transmission where a DEXRON VI, earlier-generation DEXRON or AW-1 fluid is specified.

1.	Specific Gravity @ 60 F	0.845
2.	Density, lbs/gal @60 F	7.03
3.	Color, Visual	Red
4.	Flash Point (COC), C (F)	220 (428)
5.	Pour Point C (F)	<-40 (<-40)
6.	Viscosity, Brookfield	
	cP @ -40C	10,200
7.	Viscosity, Kinematic	
	cSt @ 40 C	29.2
	cSt @ 100 C	5.9
8.	Viscosity, Index	152
9.	Zinc, wt %	<0.001

2.1.1.5 **Vegetable Based Oils**

Premium Bio-degradable – Biobased Hydraulic Oils are required under this section of this bid. Products proposed must meet or exceed the following:

ISO Viscosity Grade	**46**	**68**
Viscosity at 40 degrees C	44	65
Viscosity Index	199	198
Flash Point, degrees C and (F)	312 (594)	308 (586)
Pour Point, degrees C and (F)	-33 (-27)	-36 (-33)
Rust and Corrosion ASTM D-130	1A	1A
Base Oil Biodegradability	Pass	Pass
Base Oil Aquactic Toxicity	Non Toxic	Non Toxic

ISO Viscosity Grade	**46**	**68**
Rotary Bomb Oxidation, (minutes)		
ASTM D-2272	360	360
Foam Sequence, I, II, III minutes		
ASTM D-892	0 foam	0 foam
Federal Spec # A-A-59354	meet	meet

2.2 **APPROVED BRANDS FOR OILS AND GREASES:**

There is a qualified brand list referenced below. Only these brands will be considered for award for this Invitation and Bid. Not all brands may be approved for all products listed in Section 5.

Any vendor who wants their product tested and qualified for FUTURE bids should contact the Office of Fleet Management, Materials Manager, Teri Antonelli at (215) 686-1888.

2.2.1 **Motor Oil**

2.2.1.1 **15W40**

MARKETER	PRODUCT/BRAND NAME	OIL
• Shell	Rotella Triple Protection	15W40 CJ-4
• Castrol	Tection Extra	15W40 CJ-4
• Citgo	CitGard 700 plus	15W40 CJ-4
• Mobil	Delvac 1300 Super	15W40 CJ-4

2.2.1.2 **5W40**

MARKETER	PRODUCT/BRAND NAME	OIL
• Citgo	Syndurance, **Synthetic**	5W40 CJ-4
• Mobil	Delvac 1 ESP **Synthetic**	5W40 CJ-4
• Mobil	1 Turbo Diesel **Synthetic**	5W40 CJ-4
• Shell	Rotella **T 6 Synthetic**	5W40 CJ-4
• Chevron	Delo 400 LE, **Synthetic**	5W40 CJ-4
• Valvoline	Premium Blue Extreme, **Synthetic**	5W40 CJ-4

2.2.1.3 **5W30/5W20**

MARKETER	PRODUCT/BRAND NAME	OIL
• Kendall	GT-1 High Performance, **Synthetic Blend**	**5W30 GF-5** **5W20 GF-5**
• Shell	Formula Shell, **Synthetic Blend**	**5W30 GF-5** **5W20 GF-5**
• Castrol	Syntec – **Synthetic Blend**	**5W30 GF-5** **5W20 GF-5**
• Pennzoil	Gold - **Synthetic Blend**	**5W30 GF-5** **5W20 GF-5**

• Pennzoil	Platinum – **Full Synthetic**	**5W30 GF-5**
	" "	**5W20 GF-5**
• Mobil 1	Super - **Full Synthetic**	**5W30 GF-5**
	" "	**5W20 GF-5**
• Chevron	Supreme – **Full Synthetic**	**5W30 GF-5**
	" "	**5W20 GF-5**
• Castrol	Syntec – **Full Synthetic**	**5W30 GF-5**
	" "	**5W20 GF-5**

2.2.1.4 **20W50 Motorcycle Oil**

MARKETER	PRODUCT/BRAND NAME	OIL
• Mobil	Mobil 1 V-Twin	20W50

2.2.1.5 **Auto/Light Truck Transmission Fluid**

All products bid must be OEM licensed and approved products as specified by DaimlerChrylser, General Motors, Ford Motor Company, and North American Truck Manufacturers.

2.2.1.5.1 Universal Transmission Fluid:

MARKETER	PRODUCT/BRAND NAME
• Phillips66	VersaTrans LV ATF
• Penzoil	Platinum LV MV ATF

2.2.1.6 **HEAVY DUTY TRUCK TRANSMISSION FLUID**

MARKETER	PRODUCT BRANDNAME
Castrol Heavy Duty Lub.	TranSynd
BP	Autran Syn 295
Cognis Corp.	Emgard 2805
International Truck	Fleetrite Synthetic ATF
Exxon Mobil Lube & Petrol.	Mobil Delvac Synthetic ATF
John Deere & Company	HD Syn Tran
Volvo Trucks North America	Bulldog Synthetic ATF

2.2.1.7 **Diesel Exhaust Fluid (DEF)**

All products bid must be API certified. Documentation of such shall be submitted with bid.

2.2.1.8 **Greases**

- Exxon-Mobil Greases
- Shell Greases
- Citgo (NLGI#000 only) Greases

2.2.1.9 **Hydraulic Oils**

• Renewable	Bio-Ultimax AW 1000	Hydraulic Lubricants
• Caterpillar	Hydo Advanced 10	Bio-Hydraulic
• Exxon-Mobil	Humble Hydraulic	Hydraulic
• Shell	Tellus S2M	Hydraulic
• Mobil	DTE 20's	Hydraulic

2.3 **Marketer/Brand**

Bidder shall state the Marketer and Brand for all items bid in Section 5.2.

All greases in Section 5.1.1 must be the same Marketer.

All Diesel Exhaust Fluid (DEF) provided in Section 5.9.2 must be the same Marketer for all items in that section.

All oils provided in Sections 5.3 and 5.4 must be the same Marketer for that section:

- All 15W40 – SM/CJ-4 items must be the same Marketer.
- All 5W40 – SM/CJ-4 items must be the same Marketer.
- All 5W30 – GF 5 Synthetic Blend must be the same Marketer.
- All 5W30 – GF 5 Full Synthetic must be the same Marketer.
- All 5W20 – GF 5 Synthetic Blend must be the same Marketer.

Note: The only exception to the above same Marketer/Brand is where the Marketer/Brand that has been provided is not available in the container size requested, quart size only.

NLGI#000 shall be allowed to be of a different Marketer.

2.4 **<u>Underground Storage Tank Indemnification Fund Program</u>**

The contractor must comply with all Pennsylvania state laws for collecting USTIF fees and remitting to the proper Pennsylvania state insurance collection agency.

The Storage Tank and Spill Prevention Act, Act 32 of 1989, 35 P.S. §§6021.101 *et seq.*, as Amended, created the Underground Storage Tank Indemnification Fund (USTIF) to assist owners and operators in meeting the insurance requirement. The USTIF indemnifies tank owners for third party liability that may occur when the release from a tank has injured another person or that person's property.

The capacity fee shall be a charge per gallon as established and approved by the USTIF board. Should the fee change during the life of the contract, the vendor shall notify OFM by formal letter referencing the bid number.

2.5 Office of Fleet Management only

The Office of Fleet Management will issue awarded vendor(s) a formal blanket purchase order through Central Procurement. When ready to order, the OFM central ordering unit will issue a shipping instruction release authorization providing vendor the purchase order number, release authorization number, order information/qty, and delivery location. This shipping instruction shall be released to the vendor via e mail or fax.

Bidder(s) shall provide a contact person, e mail address, and direct fax number to be used for shipping instructions and order related questions. Upon receiving shipping authorizations from OFM Central Order, vendor shall e mail OFM central ordering (contacts to be provided upon award) within 24 hours of receipt of shipping authorization. Please include shop location, POXX# and SI# along with approximate delivery date. If E mail is not received, OFM will follow up with a phone call to vendor contact to inquire about receipt of order. Bidder must assure that faxes will be received at said number and processed for delivery in a timely manner as stated in section 4.2.4.1. A pattern of continued request for shipping instruction copies due to lost original release authorizations thus delaying deliveries shall result in a liquidated damage charge of 10% of total invoice cost deducted from vendor's invoice for the late delivery. Continuous loss of shipping authorizations after several liquidated damages charges may result in vendor default of contract.

Vendor must have the ability to track all orders by purchase order and shipping instruction authorization number.

Vendor must have the ability to deliver a minimum quantity based on the contract unit of issue. Eg....1 case of 6 quarts.

Deliveries exceeding shipping instruction authorization quantities will be the responsibility of the vendor. Any excess delivery will not be approved nor paid.

Fax number for delivery requests:_____

E mail address for delivery requests:_____

Contact: _____

Phone:_____

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 Bid may be disqualified if they are deemed to be non-responsive without notice. Any and all decisions regarding responsiveness are final and are not appealable. A bid may be deemed non-responsive for any of the following:

(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)

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 "SS&E Terms and Conditions of Bidding and Contract".

3.2 **AWARD:**

3.2.1 The Procurement Department will make an award to the lowest responsive and responsible bidders as a whole, by section/oil classification, or in part as deemed in the best interest of the City. It is the intent of the City, however, to make awards for both primary and secondary vendors for all items.

3.2.1.1 In the event, the PRIMARY cannot supply the required product then the SECONDARY shall be contacted by the department to obtain items requested.

3.2.1.2 This Invitation and Bid shall be awarded as follows:

- Section (5.1.1.1.1 to 5.1.1.2.1) Awarded as a whole
- Section (5.1.2, 5.1.3, 5.1.4, and 5.1.5) Awarded as a whole
- Section (5.2.1.1) Awarded as a whole
- Section 5.2.2.1.1 to 5.2.2.3.2 Awarded as a whole
- Section 5.2.2.4.1 to 5.2.2.4.3 Awarded as a whole
- Section 5.2.2.5.1 to 5.2.2.5.3 Awarded as a whole
- Section 5.2.2.5.4 Awarded by line item
- Section 5.3 (5.3.1.1 to 5.3.4.1) Awarded as a whole
- Section 5.4 (5.4.1.1 to 5.4.1.4) Awarded as a whole
- Section 5.5.1 (5.5.1.1 to 5.5.1.2) Awarded as a whole
- Section 5.6 (5.6.1.1 to 5.6.4.1) Awarded as a whole
- Section 5.7 (5.7.1.1 to 5.7.1.3) Awarded as a whole
- Section 5.8.1.1 Awarded by line item
- Section 5.8.1.2 Awarded by line item
- Section 5.9.1.1 Awarded by line item
- Section 5.9.1.2 Awarded by line item

- Section 5.9.2.1 Awarded by line item
- Section 10 Awarded by line item
- Section 5.11 Awarded as a whole to each Vendor receiving an award.

3.2.2 **EVALUATION AND AWARD**

In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the 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 the bid is awarded as a whole or by section, the local bid preference may be applicable. If the bid is awarded by line item, the local bid preference is not applicable.

Unless the Procurement Commissioner determines to waive the preference for the reasons stated in subsection 7b. of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the required information, shall be granted the applicable bid preference on competitive bid(s) awards that are awarded as a whole or by section.

3.2.3 **PERFORMANCE SECURITY:**

For purposes for this bid only, Performance Security in the amount of $25.00 is required as outlined in Paragraph 13 of "SS&E Terms and Conditions of Bidding and Contract" if the contract award is $500,000.00 or less.

Any applicable, performance security shall be required for any subsequent renewal periods.

Or

Should the contract award be greater than $500,000.00, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City in the amount of $100% of the contract total.

3.2.4 **DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES AND SOLE SOURCE CONTRACTS.**

In accordance with Philadelphia Code Section 17-104 (2), 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 disclosure and/or any failure to comply with these requirements 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.

In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

(i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

(ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

(iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

3.2.5 **INSURANCE:**
Insurance is a requirement for this bid in accordance with Paragraph 15 of the "SS&E 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 successful bidder.
- The insurance carrier must be rated "A" or better by AM Best.
- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate in the "Description of Operations section".
- Certificate must be signed by an authorized representative of the insurance company/carrier.

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

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

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

4.1.2 Invoices shall be submitted after delivery and acceptance of the product 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 has 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 the vendor name, address and Federal Employer Identification number.

OFM only: Invoice must include purchase order number and shipping instruction authorization 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 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 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 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 Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

4.1.5 **MATERIALS TESTING:**

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

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor may deliver only products 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 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 up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

4.2.4 **DELIVERY:**

4.2.4.1 Contractor must provide delivery within two (2) working days but not to exceed three (3) days with prior approval. To deliver, vendor must have their own delivery vehicle. Vendor is not required to deliver orders for less than $15.00. If contractor does not deliver within two (2) working days when requested, OFM may exercise its right to use the secondary vendor. OFM will inform primary vendor, by phone or FAX, to cancel the undelivered items. Continued delivery delays by the primary vendor, may result in OFM using secondary vendor exclusively for those items.

Each delivery must be accompanied by a packing slip indicating the product and the contract price, delivery shop location and this packing slip must be signed by a department employee.

Top copy of this packing slip must be left with the OFM designee at the location and a second copy provided when invoices are sent in for payment.

SUCCESSFUL BIDDER SHALL EITHER SHRINK WRAP OR STRAP TIGHT DRUMS TOGETHER WHEN SHIPPED ON A PALLET TO PREVENT TIPPING OVER DURING SHIPMENT OR OFF LOADING AT CITY SITE.

4.2.4.2 **Upon request of the OFM, contractor will provide a 4 oz. retainable sample, of the bulk product being delivered for testing. This sample must be taken at the time of delivery, mid stream, and cannot be pre packed. Sample shall be given to OFM Supervisor or designee. OFM designee shall fill out label and attach.**

4.2.4.3 **Liquidated Damages:**
Liquidated Damages in the amount of $100.00 per day may be applied to each item which exceeds the delivery schedule/requirement. Orders must be shipped complete.

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

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

4.2.8 **FORCE MAJEURE**
The successful bidder shall not be in default under this Agreement and shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the successful bidder.

Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the successful bidder.

The successful bidder shall not be in default under this Agreement and shall not be liable for any excess costs for failure to perform, unless the items to be furnished were obtainable from other sources in sufficient time to permit the successful bidder to meet the required performance schedule.

4.2.9 **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 ☐

4.2.10 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 **Invoices/Receipts:**

4.2.11.1 Successful bidder(s) agrees to invoice upon delivery and acceptance of product to the following address listed below. Invoicing for the Office of FLEET MANAGEMENT should be forwarded to the below address. This address is for OFM only. Any other departmental deliveries should be forwarded to that agencies accounts payable.

Office of Fleet Management
Accounts Payable Unit
100 South Broad Street, 3rd Floor
Phila., PA 19102
Attn: Wanda Shepard, Accts. Payable Supervisor

4.2.11.2 Invoices should list purchase order number and reflect unit of issue and price as stated on purchase order.

4.3 **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. "Marketer" and "Brand Offered" must be indicated or bid will not be accepted.

	Estimated Quantities	Unit of Measure	Unit Price	Total Amount

5.1 Greases

5.1.1 **Multi-Purpose grease, extreme pressure. High temperature characteristics, G**
All must be Lithium base

5.1.1.1 **NLGI #2 - MUST be Lithium base**

5.1.1.1.1 **33510 001 131**
120 lb. container
10 EA $_____ $_____

MARKETER: _____

BRAND OFFERED: _____

	Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.1.1.1.2	**33510 001 132** 400 lb. container 1	EA	$_____	$_____
	MARKETER: _____			
	BRAND OFFERED: _____			
5.1.1.1.3	**33510 001 133** 14 oz. container 300	EA	$_____	$_____
	MARKETER: _____			
	BRAND OFFERED: _____			
5.1.1.1.4	**33510 001 134** 35 lb. Container 66	EA	$_____	$_____
	MARKETER: _____			
	BRAND OFFERED: _____			
5.1.1.2	**NLGI # 000 - MUST be Lithium base**			
5.1.1.2.1	**33510 001 137** 35 lb. Container 42	EA	$_____	$_____
	MARKETER: _____			
	BRAND OFFERED: _____			
	SUBTOTAL (5.1.1.1.1 - 5.1.1.2.1)		$_____	

		Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.1.2	**33510 001 051** **Grease, Coupling** 35 lb. pail	1	PA	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
5.1.3	**33510 001 002** **NLGI #1 -** 14 oz. container Multi-Purpose grease, extreme pressure. High temperature characteristics, GCLB**.**	36	EA	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
5.1.4	**33510 001 085** **NLGI #2** 14 oz. container, Multi-Purpose grease, extreme pressure. High temperature characteristics, GCLC	36	EA	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
5.1.5	**33500 001 051** Grease, blended from synthetic oil with Lithium Thickner. Shell Mobilith SHC 100 For Reference	2	EA	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
	SUBTOTAL (5.1.2 - 5.1.5)			$_____	

	Estimated Quantities	Unit of Measure	Unit Price	Total Amount

5.2 **OILS** (Automotive, Hydraulic, Transmission and Industrial etc.). All motor oils must be the highest API and Energy Conservation Designations being produced by any manufacturer at the time of delivery.

5.2.1 **Motor Oils - Single Grade**

5.2.1.1 **33530 000 054**
SAE 40W, API NO. SF/CF-2
or above, 55 gallon drums
3 DR $_____ $_____

MARKETER: _____

BRAND OFFERED: _____

SUBTOTAL (5.2.1.1) $_____

5.2.2 **Motor Oils - Multi-Grade**

5.2.2.1 **5W20 SYNTHETIC BLEND**
(Must meet Ford WSS-M2C930-A)

5.2.2.1.1 **33530 001 067**
5W20, API NO. SN/CD or above,
Energy Conservation GF-5 or
above; 55 gallon drums
23 DR $_____ $_____

MARKETER: _____

BRAND OFFERED:_____

		Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.2.2.1.2	**33530 001 068** 5W20, API NO. SN/CD or above, Energy Conservation GF-5 or above; quart containers	144	QT	$_____	$_____

MARKETER: _____

BRAND OFFERED:_____

5.2.2.2 **5W30 SYNTHETIC BLEND**
MUST MEET, or exceed:
FORD-WSS-M2-C929-A
CHRYSLER-MS 6395
GM-6094M

5.2.2.2.1	**33530 001 069** 5W30, API NO. SN/CD or above, Energy Conservation GF-5 or above; 55 gallon drums	14	DR	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

5.2.2.2.2	**33530 001 070** 5W30, API NO. SN/CD or above, Energy Conservation GF-5 or above; quarts containers	48	QT	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

	Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.2.2.2.3 **33530 001 071** 5W30, API NO. SN/CD or above, Energy Conservation GF-5 or above; per gallon bulk delivery	1950	GA	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

5.2.2.3 **5W30 FULL SYNTHETIC**

(MUST MEET GM-dexos 1 specification)

5.2.2.3.1 **33530 001 072** 5W30, API NO. SN/CD or above, Energy Conservation GF-5 or above; quarts containers	60	QT	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

5.2.2.3.2 **33530 001 073** 5W30, API NO. SN/CD or above, Energy Conservation GF-5 or above; 55 Gallon drums	2	DR	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

SUBTOTAL (5.2.2.1.1-5.2.2.3.2) $_____

		Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.2.2.4	**15W40-** Must meet or exceed the specifications listed in **Sections 2.1.2**. See below.				
5.2.2.4.1	**33530 001 056** 15W40, API NO. SM/CJ-4 or above; **Section 2.1.2** 55 gallon drum	50	DR	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
5.2.2.4.2	**33530 001 058** 15W40, API NO. SM/CJ-4Plus or above; **Section 2.1.2** bulk delivery, per gallon	16,032	GA	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
5.2.2.4.3	**33530 001 059** 15W40, API NO. SM/CJ-4Plus or above; **Section 2.1.2** 1 Quart container	300	QT	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				

SUBTOTAL (5.2.2.4.1-5.2.2.4.3) $_____

		Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.2.2.5	**5W40 – FULL SYNTHETIC** - Must meet or exceed the specifications listed in **Section 2.1.3.** See below.				
5.2.2.5.1	**33500 002 030** 5W40, API NO. SM/CJ-4 or above; **Section 2.1.3** 55 gallon drum	24	DR	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
5.2.2.5.2	**33500 002 032** 5W40, API NO. SM/CJ-4 Plus or above; **Section 2.1.3** Bulk delivery, per gallon	7420	GA	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
5.2.2.5.3	**33500 002 034** 5W40, API NO. SM/CJ-4 Plus or above; **Section 2.1.3** 1 gallon container; 4/case	2	CA	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED:_____				

SUBTOTAL (5.2.2.5.1 - 5.2.2.5.3) $_____

	Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.2.2.5.4	**33500 002 035** 20W50 Snythetic Motorcycle Oil Quarts; 6 quarts per case			
	51	CA	$_____	$_____

MARKETER: _____

BRAND OFFERED:_____

SUBTOTAL (5.2.2.5.4) $_____

5.3 **AUTOMOTIVE TRANSMISSION FLUID**

5.3.1 Transmission Fluid, multipurpose, for passenger and light truck automatic transmissions, **MERCON V (5) licensed and approved**

5.3.1.1	**33540 001 001** 55 Gallon Drums			
	32	DR	$_____	$_____
5.3.1.2	**33540 001 002** Per Gallon (bulk delivery)			
	1665	GA	$_____	$_____
5.3.1.3	**33540 001 008** Quart container/ 12 quarts/case			
	2	CS	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

		Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.3.2	Transmission Fluid, multipurpose, for passenger and light truck automatic transmissions, **MERCON LV licensed and approved**				
5.3.2.1	**33540 001 008** Quart container/ 12 quarts/case	2	CS	$_____	$_____
5.3.3	Transmission Fluid, multipurpose, for passenger and light truck automatic transmissions, **Chrysler ATF-4 licensed and approved**				
5.3.3.1	**33540 001 003** 1 Quart container	36	QT	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
5.3.4	Transmission Fluid, multipurpose, for passenger and light truck automatic transmissions, **Chevrolet DEX-6 licensed and approved**				
5.3.4.1	**31560 000 021** 1 Quart container	18	QT	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
	SUBTOTAL (5.3.1.1-5.3.4.1)			$_____	

	Estimated Quantities	Unit of Measure	Unit Price	Total Amount

5.4 TRANSMISSION FLUID, UNIVERSAL
Transmission Fluid, universal, for passenger and light truck automatic transmissions.
Phillips 66 VersaTrans

5.4.1.1 **33540 001 015**
55 Gallon Drums
2 DR $_____ $_____

5.4.1.2 **33540 001 016**
Per Gallon (bulk delivery)
2,400 GA $_____ $_____

5.4.1.3 **33540 001 017**
1 Gallon container
2 GA $_____ $_____

5.4.1.4 **33540 001 018**
1 Quart container
5 QT $_____ $_____

MARKETER: _____

BRAND OFFERED: _____

SUBTOTAL (5.4.1.1-5.4.1.4) $_____

5.5 **HEAVY DUTY TRUCK TRANSMISSION FLUID**

5.5.1 Transmission Fluid, for Allison automatic truck transmissions, **TES – 295 approved, TRANSYND, approved**.

5.5.1.1 **33540 001 005**
55 gallon drum
41 DR $_____ $_____

		Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.5.1.2	**33540 001 007** 1 Gallon container	162	GA	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

SUBTOTAL (5.5.1.1-5.5.1.2) $_____

5.6 **LUBRICANTS:**

5.6.1 Lubricant, gear, multi-purpose, hypoid and related types; per API service classification GL-5 and MIL Specification MIL-L-2105C; for use in differentials, and final drives of the bevel, spiral bevel on hypoid type and in all manual (non-automatic) transmissions. Must be approved to the following "Builder Standards" DANA SHAES 429, Arvin Meritor -76N, International TMS-6816 at a minimum.

5.6.1.1	**33500 000 016** 80W/140 Lube, Synthetic Oil; 55 gal. drum	32	DR	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

5.6.2 **LUBRICATING OILS**
Oil, lubricating, turbine, electric motor, various hydraulic, compressor and related uses.

5.6.2.1	**33500 001 000** Grade O; Hydraulic oil; 55 gallon drum	4	DR	$_____	$_____

		Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.6.3	Oil, lubricant, Gear, blended from highly refined high viscosity index base oils which import chemical & thermal stability; rust, corrosion and anti-foam protection; oxidation & sludging resistance; load carrying ability and demulsibility. These lubricants shall also be able to be used in any application requiring an AGMA-EP; type of gear oil.				
5.6.3.1	**33500 001 043** Oil, gear 220; 55 gallon drum	10	DR	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
5.6.4	Oil, Synthetic				
5.6.4.1	**33500 002 015** Oil, Synthetic, gear ISO 220 55 gallon drum	12	DR	$_____	$_____
	MARKETER: _____				
	BRAND OFFERED: _____				
	SUBTOTAL (5.6.1.1 – 5.6.4.1)			$_____	

5.7 **Hydraulic Oil**

5.7.1 Oil, **Hydraulic,** must be anti-foaming, anti-wear, sludge and oxidation resistant and have excellent high and low temp characteristics. Bidder must provide letter of pump manufacturer's approval of their products. (Sunstran, Rexroth for example)

Must meet: ASTM D943 2500 hr test 55 gallon drums
ASTM D97 degrees C Pour point no greater than-18C-0 F

		Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.7.1.1	**33500 002 007** ISO 32	8	DR	$_____	$_____
	5.7.1.1.1 **33500 002 022** ISO 32; Bulk Delivery	500	GA	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

5.7.1.2	**33500 002 008** ISO 46	2	DR	$_____	$_____
	5.7.1.2.1 **33500 002 040** ISO 46; Bulk Delivery	8773	GA	$_____	$_____
5.7.1.3	**33500 002 009** ISO 68	8	DR	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

SUBTOTAL (5.7.1.1 - 5.7.1.3) $_____

	Estimated Quantities	Unit of Measure	Unit Price	Total Amount

5.8 **Hydraulic Oil**

5.8.1 Vegetable Based Oil, Hydraulic, must meet Industrial Grade specification **para. 2.2.1.9.**

5.8.1.1 **33530 003 000**
ISO 46

2	DR	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

SUBTOTAL (5.8.1.1) $_____

5.8.1.2 **33530 003 001**
ISO 68

2	DR	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

SUBTOTAL (5.8.1.2) $_____

5.9 **SPECIALTY ITEMS – General and Special Purpose Oils**

5.9.1 Air Cooled Two Cycle Engine Oil meeting TCW3 and being injected and premix capable.

		Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.9.1.1	**33530 000 043** 16 OZ BOTTLE, 12 BOTTLES PER CASE.	1	CA	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

SUBTOTAL (5.9.1.1) $_____

5.9.1.2	**33500 002 011** TH-Tractor Hydraulic Meets Case MS-1210 And John Deere J 20C	22	DR	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

SUBTOTAL (5.9.1.2) $_____

		Estimated Quantities	Unit of Measure	Unit Price	Total Amount
5.9.2	Diesel Exhaust Fluid (DEF) **Must be API certified**. Organic non-toxic compound made of 32.5% Urea and 67.5% de-ionized water				
5.9.2.1	**33530 000 056** 2 ½ Gallon container 2 gallons per case	1837	CA	$_____	$_____

MARKETER: _____

BRAND OFFERED: _____

SUBTOTAL (5.9.2.1) $_____

5.10	**33530 001 080** RE-REFINNED OIL Re-refined oil. 15W40CJ4. 1 Qt container. 12 qts/case. America 22B1540PC1 for reference.	15	CA	$_____	$_____

SUBTOTAL (5.10) $_____

5.11	**33550 003 001** Underground Storage Tank Inspection Fee	20,424	GA	$_____	$_____

GRAND TOTAL $_____
(Estimated Quantity x Unit Price For All Items Bid)

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: _____

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
---	---	---	---
---	---	---	---
---	---	---	---
---	---	---	---

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

Instructions: As required by Section 17-104 of The Philadelphia Code entitled "Prerequisites to the Execution of City Contracts," Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

Bidder's Name: _____Bid Number:_____

Please check here if the requirements do not apply to bidder and attach explanation: ☐

Disclosure of Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

1. Current percentage of female executive officers in bidder's company: ☐

2. Current percentage of women on the executive board of the bidder's company: ☐

3. Current percentage of women on the full board of the bidder's company: ☐

Aspirational Goals for Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

1. Percentage goal for female executive officers in bidder's company: ☐

2. Percentage goal for women on the executive board of the bidder's company: ☐

3. Percentage goal of women on the full board of the bidder's company: ☐

Identify Below Any Efforts to Achieve the Aforementioned Goals:

_____ _____

Authorized Signature Date

_____

Print Name and Title

Revised 7.1.14

BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES[1]

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

- ☐ Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.

- ☐ Bids and pricing must be in **ink or typed** and on City issued form(s). Faxed bids will not be accepted.

- ☐ The Invitation and Bid may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include **exhibits, drawings, attached specifications, attached documents, etc.** Applicable documents may be obtained by contacting Procurement Customer Service at bid.info@phila.gov.

- ☐ Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.

- ☐ If applicable, sign and return all addenda.

- ☐ All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening**.** Bids that are not in the bid box prior to the bid opening may be disqualified.

- ☐ It is the bidder's responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.

- ☐ All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.

- ☐ **Annual Bid Security Program Fee:** You must enroll and pay the non-refundable Annual Bid Security Program fee. Refer to Section 1 of the bid and Paragraph 2 of the SS&E Terms and Conditions of Bidding and Contract.

  > **2. BID SECURITY.**
  > All bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in order to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

- ☐ If you plan on submitting the completed registration form and non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia" with your bid, the form of payment **must** be in the form of a certified check, cashier's check, treasurer's check, bank money order, or United States postal money order made payable to the order of "City of Philadelphia." Cash, company checks or personal checks are not acceptable.

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

☐ **Bid Processing Fee:** Submit the non-refundable $25 bid processing fee as outlined in Paragraph 3 of the SS&E Terms and Conditions of Bidding and Contract.

> **3. BID PROCESSING FEE.**
> In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of $25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

☐ Submit performance security and/or performance bond as required in the Invitation and Bid, as outlined in Paragraphs 13 and 14 of the SS&E Terms and Conditions of Bidding and Contract.

☐ Do not combine any payment amounts. All payments should be individual and specific.

☐ **Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, 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.

> **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.

☐ **Bid Evaluation and Award:** If the bid is going to be awarded as a whole, you must bid on all items for the bid to be consider responsive. See Section 3 of the Invitation and Bid.

☐ If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.

☐ Do not submit any counter terms or conditions. **Your bid may be rejected**.

☐ Please double check all mathematical calculations for errors.

If you have questions, please contact Procurement Customer Service at bid.info@phila.gov.

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

Procurement Department
120 Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax
bid.info@phila.gov

Mary E. Stitt
Procurement Commissioner

IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!

City of Philadelphia Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids
Period of Coverage: July 1, 2015 – June 30, 2016

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] *are not* covered under the City's Annual Bid Security Program.)

Dear Vendor:

The City of Philadelphia announces the City's Annual Bid Security Program for fiscal year 2016. The Annual Bid Security Program continues to have a reduced non-refundable fee of **$100.00** and covers the time period from July 1, 2015 to June 30, 2016. Coverage begins from the date of enrollment and payment until June 30, 2016. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program**. All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2015 to June 30, 2016**, complete this registration form and return the form with the non-refundable fee of **$100.00** in the form of a company check, certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of "**The City of Philadelphia**". To clarify the precise use of the payment, enter the words "**Annual Bid Security Program FY2015**" on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of "Annual Bid Security Program FY2016" at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order**.**

For additional information or inquiries regarding this program, please contact Procurement Customer Service at bid.info@phila.gov.

Forward payment along with this registration form to:

ANNUAL BID SECURITY PROGRAM FY2016
Procurement Department
1401 JFK Boulevard, 170A
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ **E-mail Address:** _____

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

Make all payments to "The City of Philadelphia" in the amount of **$100.00**, for "**Annual Bid Security Program FY2016**".

☐**Certified Check** ☐**Cashier's Check** ☐**Treasurer's Check** ☐**Bank Money Order** ☐**USPS Money Order**

☐**Company Check (Only if Prior to Bid Opening)** **(NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED)**

Rcvd. ___/___/___ Pymt. Type _____ Ck.# _____

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

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
Phone: 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.

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

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

Mary E. Stitt
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.

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

PROCUREMENT DEPARTMENT
Customer Service 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 Customer Service Unit of the Procurement Department will forward this information to you for a$**10.00 fee** for **each** bid number requested. **Company check or money order only, no personal checks or cash.** Please be advised that bid tabulations **are not available** by telephone or email. If you have any questions, please email bid.info@phila.gov.

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

Enclose the following items:

- ☐ Company check or Money Order **ONLY** payable to **"The 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

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

BID RESULTS REQUEST FORM

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

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 issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and 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 the bidder 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. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only response and it is in the best interest of the City to do so.

2. BID SECURITY.
In order to be eligible to bid, all bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed prior to bid opening to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

3. BID PROCESSING FEE.
In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of $25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

4. SPECIFICATIONS.
When a specification is issued in connection with the Invitation and Bid, no deviation 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 reference information concerning the style, type or kind of article and /or service desired. A bidder may offer an article, service and/or equipment, 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 supporting documentation) 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.

Any and all specifications issued in connection with the Invitation and Bid are deemed incorporated into and become part of the Contract.

5. PATENTS.
The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") 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 Paragraph 19 Default and Termination.

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 local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

*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 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 award of the Contract.

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 integrity, qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms 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. When applicable, unit pricing quoted will prevail in the event of any discrepancy(ies) between unit price and the extended amount. This same quoted unit price will be the determining factor in establishing applicable contract amount(s) and award(s).

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 none or 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 as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

CONTRACT EXECUTION AND CONFORMANCE

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.

a. 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:

i. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;

ii. 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;

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

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

v. 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 (i-v) 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.
When applicable, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City and in the amount specified in the Invitation and Bid.

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 and for each renewal period. 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 or 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

i. Workers' Compensation – Statutory limits

ii. 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

iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

ii. Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; 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

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

ii. Coverage: owned, non-owned and hired vehicles.

Contractors providing only supplies and equipment to the City via Common Carrier are only required to maintain General Liability insurance, naming the City of Philadelphia, its officers, employees and agents as additional insureds.

16. **INDEMNIFICATION**.
All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, intentional acts, 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 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 and TERMINATION.
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.

a. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

   i. Failure by Contractor to comply with any provision 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 "applicable law" as that term is defined in Paragraph 24.

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

   iii. 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.

   iv. 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 agents or indictment or charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.

   v. Failure by Contractor to comply with Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans," or the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned business enterprises.

   vi. 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 Paragraph 13 above.

   vii. 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.

b. 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 :

   i. 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.

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

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

20. PAYMENT FOR EQUIPMENT.
Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is 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. The City will not pay any sales taxes imposed on the bidder. The bidder must not include any sales taxes imposed on the bidder in its costs to be reimbursed by the City. 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 of 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 that 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.

a. 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:

   i. Business Income and Receipts Tax
   ii. Net Profits Tax
   iii. 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.

The Contractor, in performance of the Contract shall comply with, and all goods, services, documents and other materials furnished under the Contract shall conform with, all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth of Pennsylvania and the United States of America("applicable law"). Applicable law shall include, without limitation, the specific laws referenced in paragraphs 25 through 31 herein and Chapter 17-1700 (Contractors are obligated to pay their subcontractors promptly after Contractor receives payment from the City) and Chapter 17-1800 (Contractor shall cooperate with the City in addressing its goal of securing employment for Returning Citizens). Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable law.

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, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. 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, IRAN or SUDAN.

Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan

Accountability and Divestment Act of 2007. 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, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

28. DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES and SOLE SOURCE CONTRACTS.

a. In accordance with Philadelphia Code Section 17-104 (2), 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 disclosure and/or any failure to comply with these requirements 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.

b. In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

   (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

   (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

   (iii) the intended efforts by the contractor to achieve the aspirational goals.

   This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

c. If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be $10.88 per hour; on January 1, 2015, the minimum wage shall be $12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.* Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid. Accordingly, Contractor by submission of its Bid, acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City, at its request, all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.

b. The following services require the payment of prevailing wages and submission of certified payroll records under Philadelphia Code Section 17-107 for compensation that exceeds $200,000.: landscaping; building care and maintenance; custodial/janitorial housekeeping; security guard service; demolition; snow removal; stucco; roof capping; furniture moving; locking systems and repairs; mechanical/HVAC maintenance and repairs; elevators, escalators, and electrical maintenance and repair, and subcontracts of all or a portion of such contracts. In addition, building service contracts for compensation exceeding $100,000. are also subject to Section 17-107.

*The CPI Multiplier shall be calculated by the Director of Finance for bids issued on or after January 1 of each year by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI – U) All Items Index, Philadelphia, Pennsylvania, as of January of such year, by the most recently published CPI – U as of January 1, 2015.

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 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.

32. **Protected Health Information.**

(a) The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA ("Covered Components"). The Covered Components of the City as of August 1, 2013 include: Ambulatory Health Services, a unit of the Philadelphia Department of Public Health ("PDPH"); the Office of Behavioral Health and Intellectual Disability Services; the Philadelphia Nursing Home (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Philadelphia Public Health Laboratory (a unit of PDPH). This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Paragraph 32.

(b) To the extent (1) this contract is awarded by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the contract is a Covered Component), and (2) Contractor is a "Business Associate" of the City, as defined in 45 CFR §160.103, Contractor shall comply with the City's Terms and Conditions Relating to Protected Health Information ("City PHI Terms") posted on the City's website (at http://mbec.phila.gov/procurement/forms/Terms%20Relating%20To%20PHI.pdf). The City PHI Terms are hereby incorporated in this Paragraph 32 as if fully set forth herein.

SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted 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, the form of which may be "Renewal Letter" or an "Add-On Letter" as issued by the Procurement Department. 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 the bidder is 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 bidder 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 <u>not</u> 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)**