



# Heavy Duty Truck Body Repairs T5YQ0960

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**  
Required by: **Office of Fleet Management**

**Bid Opening Date:** April 13, 2015  
**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:** J. Manton  
**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:

## Bid is Best and Good Faith Efforts.

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

### 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.

### 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](mailto:Bid.Info@phila.gov) or by calling (215) 686-4720 with questions.

### **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 # \_\_\_\_\_

Mary E. Stitt  
Procurement Commissioner

<b>INVITATION AND BID</b> Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>T5YQ0960</b>	PAGE OF <b>2 35</b>
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**SECTION 1: GENERAL BID SUBMISSION**

1.1 TITLE: **HEAVY DUTY TRUCK BODY REPAIRS**

1.2 CONTRACT TERM: DOA through One (1) Year ("Initial Term"), with an option to renew for up to THREE (3) additional ONE (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

1.2.2 Through participation in the City's Annual Performance Security Program as required under this Invitation and Bid, Contractor shall be required to pay any additional fees upon the issuance of the renewal notice and/or contract amendment for an Additional Performance Period.

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 bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

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

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

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

1.4 METHODOLOGY OF ACQUISITION: **PURCHASE** only.

1.5 STATEMENT OF DIRECTION:

1.5.1 It is the intent of the City of Philadelphia to make an award for **HEAVY DUTY TRUCK BODY REPAIRS** for the Office of Fleet Management(OFM)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, 2014 - June 30, 2015**. 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".

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1.7 BID INFORMATION:

- 1.7.1 All information concerning this bid will be contained in this bid document 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.

1.8 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, 1<sup>st</sup> 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**.

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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

When a Minority Owned Business Enterprise, Woman Owned Business Enterprise, or Disabled Owned Business Enterprise ranges are required by an Invitation and Bid, bidders are reminded that the submission of a blank "Commerce Department Office of Economic Opportunity (OEO) Solicitation and Commitment Form" will result in the bidder being deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 03-12".

1.8.9

**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<sup>1</sup>. 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:

<sup>1</sup> 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%).

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"Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)<sup>2</sup> 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](http://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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<sup>2</sup> 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.

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1.8.10 CONTACT PERSON:

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 \_\_\_\_\_

Vendor's WEB 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 \_\_\_\_\_

Vendor's WEB address \_\_\_\_\_

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1.8.11 **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](mailto: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.

1.9 **BIDDER QUALIFICATION:**

Bidder's repair facility must be located within fifty (50) miles of the City of Philadelphia.

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

1.9.1 **Facility**

Must have complete facilities for body work, painting, wheel alignment and frame repair, providing fully protected paint bays and ovens. All equipment to be in first-class working condition and meet all federal, state, and local EPA rules and regulations at the time of award and for the duration of the contract.

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Contractors facility must be compliant with OSHA Rule 29 CFR 1910-107 & 1910.106 (Paint booths and fire suppression), EPA Rule 40 CRF Part 63 (spraying, spray guns, booth filters).

Facility must be able to accommodate larger sized vehicles with weight ratios starting at 45,000 lbs.

Facility must be large enough to accommodate a minimum of four heavy duty vehicles with a minimum width of 9ft-9 in. , height of 14 ft., and length of 54 ft-11 in. inside at one time.

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

Bidder shall state its capacity, in number of vehicles, that bidder can accept for repair at any one time. The number specified shall be no less than four (4). A minimum is not guaranteed.

CAPACITY \_\_\_\_\_ VEHICLES

1.9.2

**Licenses/Certifications**

Bidders must have, at the time of the bid opening and for the duration of the contract, all required local, State and Federal licenses/permits required to perform the work specified in this IAB.

1.9.2.1 Appraiser License

Appraiser shall hold at time of award and for the duration of the contract, a current PA appraiser's license. Please state the name of the employee and license number:

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

1.9.2.2 State Inspection

Bidder's site must be registered as a Pennsylvania State Inspection Station or must be affiliated with a local Pennsylvania State Inspection Station within two (2) miles of awarded vendor location. Certain vehicle repairs may require State Inspection to be performed. If inspection is to be subcontracted, please list agent to be used:

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Station #: \_\_\_\_\_

A copy of awarded bidder or their subcontractor's MV-427 "Inspection Station Certificate of Appointment" form must be submitted with the bid. Failure to submit may result in disqualification.

1.9.2.3 Air Conditioning Certification

There must be a minimum of one ASE or equivalent air conditioning/Freon certified technician employed by the bidder at the site where bidder intends to conduct the work of this bid. Vendor to state employee name and certification:

Name: \_\_\_\_\_

Certification: \_\_\_\_\_

1.9.3 **Tools and Equipment**

Bidder must have, at a minimum, the following types of equipment available at his/her site to perform the work in order to be considered eligible for an award from this Invitation and Bid(IAB):

- Industry standard frame machine, or floor pot system on site to perform multiple repair pulls on frame and unibody vehicles.
- Alignment equipment suitable for vehicles weighing 14,000 pounds or greater.
- Porta Powers: 4 ton and 10 ton.
- Overhead Crane
- Oxygen and acetylene torches.
- MIG welder.
- Air-conditioning recycling/evacuating/recharging equipment.

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- Charging system: check out equipment AVR
- DVOM air bag, anti-lock brake system, sensors and computer monitor.
- Minimum of one dust free paint booth that is in legal compliance with EPA.
- PennDot required inspection station tools (unless sublet)

1.9.4 Competence of Bidder

All bidders must be a bona fide dealer in, the article or service specified within the bid for a minimum of Five (5) years. Bidder shall provide documentation which demonstrates that they have satisfactorily provided heavy truck collision services on vehicles of the same size and capacity as those described in this bid.

References shall be provided below shall be pertinent to the commodity requested in this Invitation and Bid and demonstrate the bidders ability to perform on a contract of this size and scope.

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

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SECTION 1:

Customer Reference other than an employee or department of the City of Philadelphia, (excluding suppliers or financial institutions).

Firm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Type Work: \_\_\_\_\_

Years dealing w/your firm: \_\_\_\_\_

SECTION 2:

Previous purchase order(s)/contract(s) with the City of Philadelphia; (State "None" if applicable).

Dept. Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

PO#/Contract#: \_\_\_\_\_

Items: \_\_\_\_\_

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**SECTION 2: GENERAL SPECIFICATIONS**

2.1 Successful bidder(s) shall provide the City of Philadelphia, Office of Fleet Management (OFM) with labor, materials and parts as required for heavy truck body repairs and painting of fleet vehicles.

Heavy duty vehicles repaired under this contract shall include, but not be limited to, the following:

International, models 1050B, C9670, 4200 7400, 7600, 4900 and 4600 Ford C8000 and F700 modified Freightliner FLT-6364, FL112, FL50, FL 70, FL80, FL66, M2 Nissan UD model 1800CS 2300 DH.

Successful bidder(s) must maintain full, detailed and accurate records of all work performed. Said records must be available for inspection by the City at any reasonable time and retained for at least one (1) year after expiration of the contract.

2.2 **Vendor Employee/Personnel**

Upon award and for the duration of the contract, the successful bidder shall immediately notify the OFM Fleet Maintenance Body Shop Supervisor and OFM Materials Manager of any employees it has on staff that has, at any time, been employed by the City of Philadelphia, Office of Fleet Management or any vendors that previously held this contract for the City.

The City reserves the right to request that these employees not handle any business directly related to the contract as a result of this invitation and bid.

In addition, successful bidder will notify the OFM Fleet Maintenance Body Shop Supervisor and OFM Materials Manager immediately of any personnel changes (resignations, terminations, reassignments) that may impact the ability of vendor to complete repairs within the time periods as defined with this Invitation and bid.

2.3 **Subcontracting**

Subcontracting of work shall not be permitted with the exception of wheel alignment, glass, state inspection, and repairs required to be done by vehicle OEM.

Subcontracting shall be allowed and paid under this contract, provided subcontracted services are pre-approved by the OFM Appraisal Supervisor. Subcontracting costs shall be REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER PLUS A 5% MARK-UP to cover vendor's administrative handling. Vendor must submit a copy of original subcontractor's invoice with their invoice to the City.

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2.4 Replacement of Graphic, etc.

The City reserves the right to require that successful bidder as part of the cost estimate, replace graphics, stripping, stenciling, etc. The stripes and graphics will be supplied to the vendor by the City.

2.5 Utilization of Successful Bidders

It is the intent of the City of Philadelphia to make multiple awards to those bidders meeting the bid qualifications as outlined in section one (1) and purchasing primarily from the "best value" vendor bidding the lowest overall rate in Section 5 below. This vendor shall be deemed the primary vendor.

The City of Philadelphia, OFM, shall be responsible for estimating all vehicles needing body/frame repairs prior to contacting successful bidders on contract. The OFM will forward the City appraisal as an invitation via e mail to all vendors. The primary vendor shall be the first to receive an invitation e mail for vehicles that the City requires to have repaired. The invitation shall include instructions on the location of the vehicle(s). The primary vendor shall be required to perform a preliminary inspection and appraisal on the vehicle at the City location. Primary bidder shall have two business days to complete the estimate and e mail back to the OFM Fleet Maintenance Body Shop Supervisor. The e mail shall also state if the vendor can commit to the requested repair(s). If the primary vendor does not respond within 48 hours or cannot commit to the vehicle(s), the next lowest vendor shall be contacted by the same invitation e mail procedure.

The OFM Fleet Maintenance Supervisor or his designee will closely monitor repair work and may increase or decrease the total number of vehicles at any one vendor location. This increase or decrease will be directly related to the vendor's commitment and capability, based on workload to meet the estimated repair times as specified herein.

If, at any time during the contract period a vendor commits to a repair and fails to perform the repair work within the time frames specified in the contract, and at the capacity quoted, the City reserves the right to transfer the vehicle(s) to be repaired to another vendor. The City's OFM shall tow this vehicle to the next lowest successful bidder. Unless a vendor has not completed the repairs in a timely fashion, the City will not reassign vehicles once committed to a vendor.

2.6 Emergency Work

The successful bidder agrees to accept emergency work as determined by the City of Philadelphia-OFM. The successful bidder agrees to give such emergency work priority over all other work in bidders shop. Emergencies will be justified only on vehicles used regularly by the City agencies engaged in providing safety, health, or welfare of the general public.

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The OFM Shop Maintenance Supervisor will designate those vehicles prior to the vendor submitting an estimate. If successful bidder cannot perform expeditious work on emergency vehicles, the next bidder shall be contacted to perform work.

2.7 SCOPE OF WORK

Successful bidder will furnish all labor, material and equipment to include all priming, preparation and painting to insure that a quality product will result. There may be times when refinishing only is required.

2.7.1 The paint finish shall be restored to the original manufacturer's finish using appropriate finishing products. The finish shall be tinted and blended to match the existing color of the vehicle. Primers shall be used on all body work and all bare metal.

2.7.2 Successful bidder must be capable of removing cabs and bodies from heavy duty vehicles to make repairs.

2.7.3 **LABOR**

These labor rates must remain firm for the initial period of the contract. If the City decides to renew the contract, pricing for the contract bid items will be adjusted at the start of the renewal period based on the Consumer Price Index for all Urban Consumers - Philadelphia.

2.7.3.1 Hourly Rate

Labor Rate/hour for ALL work performed (with the exception of painting). The hourly rates quoted by the bidder in Section 5 will include all direct labor, indirect labor, materials and supplies allowance for overhead, profit, taxes and all other costs and expenses except parts pricing.

2.7.3.2 Paint Labor Rate

There is a separate labor rate to be quoted for painting only. **Paint labor rate should be an all inclusive rate that will include but not be limited to: preparation of area(s) to be painted , painting process and blending.**

Any additional labor times, due to the wide range of collision damage and vehicle conditions, shall be listed and identified as additional time. See section 2.8.1, below.

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2.7.3.3 Paint and Materials.  
This line is for the cost of paint, masking paper, tape, clear coat, and any other related materials in the refinish process. **The factor to be used in conjunction with this item in the computer estimating system shall be \$25.00 per hour.**

2.7.4

**PARTS**

PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) + 15% MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES).

Vendor must submit original supplier's invoice with their invoice(s) to the City. In no case shall parts cost exceed the actual cost from the supplier + 15%. Vendor may not increase (nor may supplier increase their pricing) greater than the quoted mark-up. No overhead, expenses, etc. shall apply to these parts costs. No additional charges will be paid by the City.

**The City of Philadelphia reserves the right, solely and in its best interests, NOT to purchase the part/item in question if the City finds the pricing cost prohibitive.**

**The City of Philadelphia reserves the right, solely and in its best interest, to purchase the part/item in the open, competitive market.**

All replacement parts shall be noted on the estimate as new, after-market, or used as applicable. Abbreviations to be used in identifying the replacement parts are as follows:

- "N" = New
- "AM" = After Market
- "U" =Used

2.7.4.1 New

Genuine Original

Equipment Manufactured (OEM) parts is defined in connection with the vehicle's manufacturer and means parts manufactured, designed, and distributed by any division or subsidiary of a vehicle's manufacturer.

2.7.4.2 Aftermarket/Used

The City reserves the right, however, to authorize used or aftermarket parts if it is deemed to be in the best interest of the City.

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Non-OEM used or aftermarket parts will be of sufficient quality to restore the vehicle to its pre-loss condition.

Non-OEM used, aftermarket parts shall be warranted the same as new OEM parts.

If deemed to be in the City's best interest, OFM retains the option to furnish the successful bidder with any or all replacement parts, systems or components for a job from its own parts purchase contracts.

2.7.5 **Flat Rate Paint Job (Scuff & Shoot)**

Basic single stage painting to "freshen up" a vehicle cab shall be provided at the request of the Office of Fleet Management and be priced in Section 5 under a complete flat rate cost that is all inclusive of paint, primer, tape, chemicals, paper, etc. A price shall be provided for white paint and for color paint. Turnaround time on this process shall be no longer than two working days from the time of receipt of vehicle.

2.8 **ESTIMATES**

OFM estimates shall be based upon the flat rates published in the latest edition Mitchell Truck estimating software.

Vendor estimates shall reflect the rates as bid in section 5-Pricing, using the latest edition estimating software compatible to, but not limited to: "ADP, CompEst, and Mitchell.

Estimates not reflecting the pricing and line items as bid in section 5 shall be not be approved and returned to the vendor for correction.

If the successful bidder(s) is able to straighten or otherwise fix a part and use it instead of using a new part which was included in the estimate, the successful bidder(s) shall notify the OFM and amend the estimate to reflect a reduction in price.

In addition, if it is deemed to be in the best interest of the City, OFM reserves the right to use a private appraiser who will use the latest edition estimating software as stated above to provide an estimate and represent the city in the estimating reviews with the successful bidder.

2.8.1 **VARIANCES FROM ESTIMATES**

The vendor shall notify the OFM Fleet Maintenance Body Shop Supervisor of any variances/supplements for major repairs not foreseen until breakdown of vehicle.

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Successful bidder(s) shall be responsible for obtaining approval of the OFM prior to undertaking any work not included in the original estimate. Supplemental estimate shall be priced according to those rates as bid in section 5

OFM designee will visit the vendor to inspect the additional damage and take photos prior to final approval. The supplement requires the signature of both the OFM designee and the successful vendor after inspection by the designated OFM designee.

Should for any reason a final decision 'not to repair' be made, the vehicle will be removed from the successful bidders facility by the City and the successful vendor shall be reimbursed at the stated labor rate for the hours of initial repair and inspection if applicable.

Variations/supplements by any vendor found to be excessive during the life of this contract, may be subject to formal review by OFM and may result in liquidated damages applied as outlined in section 4.2.4.1.

## 2.9 Repair Procedure

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

The Fleet Maintenance Body Shop Supervisor will prioritize the jobs for repair and request a "Z" work order number from OFM Purchasing-Z Work order Unit..

The vendor will forward their estimate via e-mail to the Fleet Maintenance Body Shop Supervisor. The Fleet Maintenance Supervisor and/or his designee shall review the City's estimate versus the Vendor's estimate analyzing the total cost and total labor hours.

Upon final approval of estimate, the Fleet Maintenance Supervisor or his designee will sign the estimate of work to be performed and forward to the OFM Z Work Order Unit to initiate a Purchase Order authorization.

The Z Work Order Unit shall start the process to create a purchase order and purchase order release notification. \*Maximum turn around time from OFM Z Work Order Unit receipt of approved estimate to issuance of purchase order release number to vendor shall be three (3) business days.\* This turn around time shall not include weekends or holidays and will not include estimated detail coordination time between OFM collision shop and awarded vendor prior to approvals. Turn around time for any estimates received after 1PM shall start on the next business day.

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*Note: If a vendor is aware the OFM Fleet Maintenance Body Shop Supervisor has signed and approved the estimate, and does not receive a Purchase Order release from OFM Z Work Order Unit by the third day, they should contact OFM Z Work Order Unit and/or OFM Administrative Officer. Pertinent names and numbers will be supplied to awarded vendors(s).*

2.9.1 Supplemental/Variance Estimate Repairs

Upon approval of supplemental estimate, Fleet Maintenance Body Shop Supervisor or his designee will forward to OFM Purchasing Z work order unit for additional Purchase order release for new work.

**VENDOR IS NOT TO START ANY WORK ON PRELIMINARY REPAIR OR SUPPLEMENTS UNTIL**

**A PURCHASE ORDER RELEASE HAS BEEN RECEIVED FROM THE OFM Z WORK ORDER UNIT AUTHORIZING THE WORK.**

2.9.2 **TIMELINESS OF REPAIR**

Upon authorization, the vendor shall perform all repairs, as per the agreed estimated hours and completion date provided and approved. Vehicle shall be returned within one (1) business day of completion date.

2.10 **PICK UP AND DELIVERY:**

It is the intent of the City that the vendor must pick up all vehicles from OFM locations and return them to the OFM location upon completion of the work in accordance with the specifications of Section 2.11 "Timeliness of Repairs". The vendor shall have two business days to pick up a vehicle, at the designated location. Normal business hours for pick-up/delivery are 8:00 AM to 5:00 PM. A completed vehicle shall be returned to the designated location either the same day of or the next business day following the completion of work.

The City reserves the right to deliver and pick up the vehicles if it is deemed to be in the best interests of the City.

Vehicle pick-up and delivery locations/instructions will be given to the awarded vendor by the OFM Maintenance Facility Supervisor as required.

2.10.1 Pick-Up and Delivery Charges

Vendor shall provide for pick-up and delivery of City Vehicle(s) at a price per mile (DH) for transportation. Mileage shall be calculated as Portal to Portal from vendor's location to City facility and vice versa.

Should an additional driver in an accompanying vehicle be required to assist in a vehicle pick up or delivery, then mileage charges shall be allowed for vendor's vehicle.

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If driver is picking up another city vehicle when dropping off or vice versa, no vendor vehicle mileage will be charged or paid.

Mileage charges shall be verified and approved by OFM Estimating Supervisor using map quest.

2.10.1.1 Mileage Charge Pricing

City vehicle: Mileage charge will be a driver charge per mile.

Vendors Vehicle: Mileage charge when a vendor's vehicle is used to assist will include driver, fuel, and vehicle charge per mile.

Tow Truck: When towing is required the city will handle utilizing the towing contract vendor for towing.

2.10.1.2 Tolls

Vendor shall provide receipts and be reimbursed at cost for any tolls charges. No mark up will be allowed. Original toll receipts must be submitted with invoice for payment.

If City personnel transport the vehicle to the awarded vendor for repair there shall be no additional costs for labor or travel to the City site.

2.11 **STORAGE/ INSPECTION OF WORK:**

All City vehicles to be repaired under the contract(s) resulting from this Invitation and Bid must be stored in a secured area, off-street (e.g., a fenced-in back lot with security protection, etc.). The area must be able to hold, as a minimum, the capacity that bidder has quoted.

The successful bidder(s) agrees to waive all storage fees if awarded repair work for that particular vehicle. The successful bidder(s) shall allow city estimators access to any City vehicle stored on its premise during normal business hours for the purpose of writing estimates. The City vehicle shall be made accessible to a representative of the City to confirm that repairs are being completed according to the estimate.

All completed work shall be inspected by a representative from the OFM prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the City and must be assumed by the successful bidder(s).

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Failure to conform to workmanship requirements or city inspection will be cause for imposing liquidated damages (see paragraph 4.2.4.1) or cancellation of the contract by the Procurement Commissioner at his/her sole discretion.

**2.12 Safety**

The contractor shall in the performance of his work follow all standard safety practices of the trades. He shall at all times comply with requirements of the Occupational Safety and Health Act of 1970 (OSHA) or latest revision.

**2.13 Warranty On work Performed**

The successful bidder shall guarantee and demonstrate that all structural procedures performed meet or exceed O.E.M. specifications. The successful bidder shall perform all repairs according to the vehicle's factory recommended repair techniques and according to industry standards.

2.13.1 All body work must be guaranteed for the life of the unit under normal operating procedures. The successful bidder shall guarantee the reliability and accuracy of sublet repairs just as if the work was done at their facility.

2.13.2 All work performed shall be subject to a repair warranty of no less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard manufacturer's warranty for the part enforced. During the warranty period, there shall be no additional charges to the City for labor or parts on the specific equipment repaired.

2.13.3 All painting must be guaranteed against fading or peeling for a period of three (3) years from the date of the performance of the work by the contractor.

2.13.4 All new or aftermarket parts installed shall be warranted for the period of the manufacturer's warranty or 90 days, whichever is longer.

2.13.5 All repaired parts shall be warranted for a period of 90 days against defective workmanship and parts. Defected or failed parts shall be replaced at no cost to the City during this period.

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SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

- 3.1.1 Bid 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 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder as a primary, with all other responsive and responsible vendors becoming secondary in the order of lowest bid pricing. Bidder must bid all items to be eligible for award.
- 3.2.1 **Basis of Award:**
- 5.1 Labor rate x 1200 (hr.) plus
  - 5.2 Labor painting x 269 (hr.) plus
  - 5.3 Paint and Material \$25 x 279 (hr.) plus
  - 5.4.1 Flat Rate paint labor, white 3 x (ea) plus
  - 5.4.2 Flat Rate paint labor, color 3 x (ea) plus
  - 5.5.1 Vendor's Vehicle Mileage Rate per mile (DH) x 5(dh) plus  
City Vehicle Mileage Rate per mile (DH) x 1057(DH) plus
  - 5.6 Subcontracting: \$2500.00 + 5%
  - 5.7 Parts: \$110,689 + 15%

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**3.3 BASIS OF AWARD (FOR EVALUATION PURPOSES ONLY; TO BE COMPLETED BY PROCUREMENT)**

The prices used for the calculation of the Basis of Award (paragraph 3.2.1) must be the same prices as quoted in Section 5 - Pricing. In the event of a conflict between the prices quoted in Section 5, "Pricing", of the bid and those used in the Basis of Award, the prices quoted in Section 5, Pricing, will prevail and will be used for calculations.

**3.4 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.

**3.5 Performance Security**

In this bid, 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."

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$32,000.01.

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

**3.6 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.

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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.

### 3.7 Insurance

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

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

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3.7.1.1 The awarded contractor, at its sole cost and expense, must procure and maintain in full force and effect during the entire period of the contract (including all renewal periods) the following insurance. This coverage supersedes the insurance requirements as noted in the City's Terms and Conditions of Bidding and Contract, Paragraph 15(b)(1) and (2) and Paragraph 15(c)(1) and (2). All other insurance requirements in Paragraph 15 shall remain firm as noted.

A General/Garage Liability Insurance

(1) Limit of Liability: \$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate.

(2) Coverage: Premises operations; blanket Contractual liability; personal injury liability; products and completed operation independent contractors; employees and volunteers as additional insureds; cross liability and broad form property damage (including completed operations) liability.

B. Garagekeepers Legal Liability Insurance with limit of liability up to \$1,000,000 for damage to any vehicles while in vendors care, custody and control.

C. Automobile Liability

(1) Limit of liability: \$2,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage liability.

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

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

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SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

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

4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information as specified in Section 4.2.11., this is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.11 will be rejected for correction.

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

4.1.4 **ADD-ONS:**

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

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

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#### 4.2 VENDOR RESPONSIBILITY

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

4.2.2 Contractor may only deliver services at the prices quoted in the contract and that are reflected on the estimate and/or supplement as approved and provided for on the purchase order and subsequent release(s).

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

#### 4.2.4 **VIOLATION OF CONTRACT**

If contractor abandons the work or if the job time schedule as defined between the operating department and the contractor prior to the initiation of work is exceeded or if the contractor neglects or fails to prosecute the work with promptness and diligence, or shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment, or if vendor shall execute any of the work improperly, carelessly, or in bad faith or if the contractor shall default in the performance of any of the terms, conditions and provisions of the contract, the operating department may notify in writing the contractor to remedy his neglect or default and require the contractor to comply with the terms, conditions and provisions of this contract resulting from this Invitation and Bid.

##### 4.2.4.1 Liquidated Damages

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia and deducted from vendor invoicing a liquidated damages credit. ***Liquidated damages shall be applied in the amount of \$100.00 for each event or omission per vehicle per day until such actions are remedied by the vendor.***

- Failure to comply with the response times specified.
- Failure to provide all equipment, materials and parts necessary for the performance of the work.

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- Failure to supply qualified personnel and complete work within promised completion date.
- Excessive variances/supplements.
- Failure to return a vehicle same day or next business day following the completion of work.
- Failure to submit estimates and/or invoicing with Line item prices as bid in per Section 5.
- Failure to invoice in a timely and correct manner.

4.2.4.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law.

The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. The City/using agency shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on vendor; all assessments of liquidated damages must also be reported, in writing, to the Procurement dept. Buyer as they occur.

In the event of assessment of liquidated damages, if the vendor feels that extenuating circumstances contributed to the occurrence, a request for a waiver on the liquidated damages may be appealed in writing, within 30 days to the using agency and the Procurement Department who shall be the final arbiter in such matters.

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

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

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

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

4.2.8 Approval of Work

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor.

4.2.9 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.

4.2.10 For all invoices submitted, vendor must agree that all pricing can be verified per estimate and contract line items as stated in Section 5 and vendor's supplier invoicing when applicable.

4.2.11 Invoices/Receipts

4.2.11.1 After approval of final estimate and delivery of vehicle, invoice should be submitted to OFM Purchasing-Z Work Order Unit for payment.

UNDER NO CIRCUMSTANCES SHOULD FINAL ESTIMATE AND INVOICE BE SUBMITTED AT THE SAME TIME, NOR SHOULD ORIGINAL INVOICE BE DELIVERED TO OFM COLLISION SHOP WITH THE VEHICLE. A copy of the invoice may be provided at the time of delivery.

Failure to follow these instructions may result in liquidated damages as outlined in section 4.2.4.1 above.

4.2.11.2 Invoices shall be submitted after service completion

4.2.11.2.1 Invoices should be submitted to:  
Office of Fleet Management  
Purchasing-Z Work Order Unit  
100 South Broad Street, 3<sup>rd</sup> Fl  
Philadelphia, PA 19110

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4.2.11.3 The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information.

4.2.11.4 Invoicing shall not be made until vehicle repair is complete. Contractor must submit three (3) copies of the invoice for payment to OFM. Work must be divided into two separate invoice(s)-one for parts (p) and onof invoice and estimate with each invoice.

The invoice must correctly reference the formal purchase order, purchase order release number, work order number, estimate number, vehicle property no, and the vendor name, address and Federal Employer Identification number.

For both labor and parts invoices, prices shall reflect line item, unit of issue, and pricing as per section 5 and indicate commodity code.

4.2.11.4.1 Labor Invoices. Invoice shall list all labor line items used as per contract and the number of hours for each line. Each line item on invoice must mirror the line item as written in the contract.

4.2.11.4.2 Parts Invoices. Invoice shall list all parts used as per the contract by line item. Each line item on invoice must mirror the line item as written in the contract. Invoicing shall include copies of vendor's suppliers backup invoicing.

4.2.12 **PRICE INCREASE OR DECREASE**

Vendor shall provide the services outlined at the prices set forth in Section 5 below for period of **twelve (12)** months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to **three (3)** additional one (1) year period(s). Contractor may increase prices for the future renewal period(s) provided that;

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>T5YQ0960</b>	PAGE OF <b>31 35</b>
		FIRM NAME (Must be filled in)	

Failure to notify the City within this sixty (60) day time frame shall result in the following:

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

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

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

**NOTE: Price decreases may be forwarded to the Procurement Department buyer, in writing at any time during the contract period, to include any renewal period(s).**

4.2.13 Failure to notify the City within the time frame specified in 4.2.12 will result in a commensurate delay in implementing the price change.

4.2.14 **BASIS OF PAYMENT**

4.2.14.1 Payment will be made to the contractor as follows:

4.2.14.1.1 For work actually performed in accordance with the approved estimate at the hourly rate line items as quoted by vendor in section 5, not to exceed the original and/or supplemental estimate.

For materials, supplies and parts provided by the contractor, payment shall be made in accordance with estimate quote(s) and line item pricing as per Section 5 below.

**NO ADDITIONAL CHARGES FOR CONSUMABLE ITEMS, DISPOSAL OR CLEAN UP CHARGES WILL BE ALLOWED OR PAID.**

<b>INVITATION AND BID Continuation</b>	<b>CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685</b>	<b>BID NUMBER</b> <b>T5YQ0960</b>	<b>PAGE</b> <b>OF</b> <b>32</b> <b>35</b>
		<b>FIRM NAME (Must be filled in)</b>	

4.2.15      Payments to OEO Subcontractors

The below applies to all Invitation and Bids (I & B) containing OEO Participation Requirements:

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors.

In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to provide proof of said payments upon any request by the City.

Failure to comply with the City's payment reporting process may be considered an Event of Default.

4.2.16      MINIMUM WAGE & BENEFITS AND PREVAILING WAGE

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. Please see Paragraph 29, "MINIMUM WAGE & BENEFITS AND PREVAILING WAGE" of the SS&E Terms and Conditions of Bidding and Contract.

**SECTION 5: PRICING**

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

Unit pricing quoted below will prevail in case of any discrepancy(ies) between unit price and the extended amount and will be the determining factor in establishing applicable contract amount(s)/award.

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1 <b>26086 003 001</b> The labor rate for ALL work performed (Reference Paragraph 2.7.3.1) (excluding paint)	1200	HR	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>T5YQ0960</b>	PAGE OF <b>33 35</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.2 <b>26086 003 002</b> <b>(PAINTING ONLY):</b> Rate includes all preparation Of areas to be painted, painting process, blending, sanding etc.) (Reference Paragraph 2.7.3.2)	269	HR	\$_____	\$_____
5.3 <b>26086 003 004</b> Painting and Materials. Cost(s) of paint, masking paper, tape, clear coat and any other related materials in the refinish process. (Reference Paragraph 2.7.3.3) <b><u>The factor to be used in conjunction with this item in the computer estimating system shall be \$25.00 per hour.</u></b>	279	HR	\$25.00	\$6975.00
5.4 Flat Rate Paint Labor This shall be a single Stage all inclusive Flat rate charge (Reference Paragraph 2.7.5)				
5.4.1 <b>26086 003 007</b> WHITE 3	3	EA	\$_____	\$_____
5.4.2 <b>26086 003 008</b> COLORS 3	3	EA	\$_____	\$_____
5.5 Mileage				
5.5.1 <b>26086 003 005</b> Vendors Vehicle Mileage rate for pick up/delivery to include driver, fuel, and vehicle portal to portal (Reference Paragraph 2.10.1.1) (State price per mile (DH))	5	DH	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>T5YQ0960</b>	PAGE OF <b>34 35</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.5.2	<b>26086 003 006</b> City Vehicle Mileage rate for pick up/delivery covers driver charge only portal to portal (Reference Paragraph 2.10.1.1) (State price per mile (DH))			
	1057	DH	\$ _____	\$ _____
5.5.3	<b>26086 041</b> TOLLS: Vendor shall be reimbursed at cost for toll charges. No markup will be allowed (Reference Paragraph 2.10.1.2) Original toll receipts must be submitted with invoice for payment. LO			
5.6	<b>26086 043</b> <u>Subcontracting</u> (Reference Paragraph 2.3) Subcontracting of work shall not be permitted with the exception of wheel alignment, glass, state inspection and OEM required repairs.  Subcontracting shall be allowed and paid under this contract, provided subcontracted services are pre-approved by the OFM Appraisal Supervisor. Subcontracting costs shall be REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER PLUS A 5% MARK-UP to cover vendor's administrative handling. Vendor must submit a copy of original subcontractor's invoice with their invoice to the City. Estimated Expenditures: \$2500.00 Mark Up <u>5%</u> \$ _____  \$2,500.00 Plus 5% Mark Up			
5.7	<b>26086 042</b> Parts (Reference Paragraph 2.7.4) New (OEM), Aftermarket, or Used Parts  PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) + <u>15%</u> MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES.  Vendor must submit original supplier's invoice with their invoice (s) to the City. In no case shall parts cost exceed the actual cost from the supplier + <u>15%</u> . Vendor may not increase (nor may supplier increase their pricing) greater than the quoted mark-up. No overhead, expenses, etc. shall apply to these parts costs. No additional charges will be paid by the City.			

<b>INVITATION AND BID Continuation</b>	<b>CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685</b>	<b>BID NUMBER</b> <b>T5YQ0960</b>	<b>PAGE</b> <b>OF</b> <b>35</b> <b>35</b>
		<b>FIRM NAME (Must be filled in)</b>	

The City of Philadelphia reserves the right, solely and in its best interests, NOT to purchase the part/item in question if the City finds the pricing cost prohibitive.

The City of Philadelphia reserves the right, solely and in its best interest, to purchase the part/item in the open, competitive market.

Estimated Expenditures... \$110,689.00                      \$\_\_\_\_\_

\$110,689.00 Plus 15% Mark Up

Any disposal, clean up, or removal fees will not be allowed in parts costs.

**Extended Total Bid Amount                      \$\_\_\_\_\_**  
**(Unit Price X Quantity for**  
**all items plus estimated expenditures**  
**with mark-up factored in)**

**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](http://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

## **BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES**<sup>1</sup>

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](mailto: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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<sup>1</sup> 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](mailto:bid.info@phila.gov).**



# CITY OF PHILADELPHIA

Procurement Department  
120 Municipal 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!**

### **New Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids** **Period of Coverage: July 1, 2014 – June 30, 2015**

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

Dear Vendor:

The City of Philadelphia is very excited to announce the City's new Annual Bid Security Program. The new Annual Bid Security Program has a reduced non-refundable fee of **\$100.00** and covers the time period from July 1, 2014 to June 30, 2015. Coverage begins from the date of enrollment and payment until June 30, 2015. **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, 2014 to June 30, 2015**, 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 FY2015"** 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](mailto:bid.info@phila.gov).

Forward payment along with this registration form to:  
**ANNUAL BID SECURITY PROGRAM FY2015**  
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 FY2015"**.

- 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. or MO# \_\_\_\_\_



## **CITY OF PHILADELPHIA**

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

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

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

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

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



# CITY OF PHILADELPHIA

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](http://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.



# CITY OF PHILADELPHIA

## 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](mailto: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.: \_\_\_\_\_

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### BID SUBMISSION

#### 1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued by the City 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 responsive and responsible response and it is in the best interest of the City to do so.

#### 2. BID SECURITY.

In order to be an eligible bidder, 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 accordance with the Invitation and Bid, Section 1, "Bid Security". 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 company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money made payable to the order of "City of Philadelphia." Cash and personal checks are 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.<sup>1</sup>

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.

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

<sup>1</sup>If you wish to apply for Local Business Entity (LBE) certification, go to [www.phila.gov/bids](http://www.phila.gov/bids). Please allow sufficient time prior to bidding for processing of the LBE application.

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### 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 Paragraph, 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 by the Procurement Commissioner and until after all of the following conditions have been satisfied:

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

- i. Successful bidder posts 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 BOND.

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 Paragraph 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.

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### 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 Paragraph 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 which results in the making of 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, under the Invitation and Bid or under other paragraphs 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.

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 Paragraph, 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 through 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)."

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### 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 of The Philadelphia Code (Contractors are obligated to pay their subcontractors promptly after Contractor receives payment from the City) and Chapter 17-1800 of The Philadelphia Code (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, permits 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 Paragraph 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 Paragraph 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 Paragraph 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 Office of the Inspector General, Curtis Center, 601 Walnut Street, Suite 300 East, Philadelphia, PA 19106.
- 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.

## SS&E TERMS AND CONDITIONS OF BIDDING AND 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.\*<sup>2</sup> Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid.

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<sup>2</sup>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.

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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.

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 of the Service Contract.

- 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.

### **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.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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, in whole or in part, except by a written amendment signed by the parties, the form of which may be an "Add-On Letter"; when the City exercises its sole option to renew a contract it shall do so with issuance of a "Renewal Letter." No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

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

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

SIGNING OF BIDS:

If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed \$32,000, date and sign the bid here, with the original signatures, in ink.

This \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
(Signature of Owner, Partner)

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Business Name of Bidder)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

If the bid is a CORPORATION, date and sign the bid here with original signatures, in ink, by (a) President or Vice President of the Corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the Corporation; and (c) affix the seal of the Corporation. If the form is not signed by the President or a Vice President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

This \_\_\_\_\_ day of \_\_\_\_\_ 20

CORPORATE SEAL

\_\_\_\_\_  
(Corporate or Business Name of Bidder)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

\_\_\_\_\_  
(Signature of President or Vice President)

\_\_\_\_\_  
(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

\_\_\_\_\_  
(Assistant City Solicitor)

\_\_\_\_\_  
(Procurement Commissioner)