

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

Under the authority of Executive Orders No. 02-05, as reauthorized, and 14-08, 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 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the 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").

The Office of Economic Opportunity has approved the following projected ranges of participation for this Bid which serve as a guide in determining each bidder's responsibility:

MBE BEST EFFORTS
WBE 0% - 5%

DSBE BEST EFFORTS

These ranges represent the percentage of MBE, WBE, DBE¹ and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract,

¹ "DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oEO/directory.

If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited

²A list of "OEO approved certifying agencies" can be found at www.phila.gov/oEO

towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A Bid responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Bidder on the contract, if awarded; where the Bid satisfies the M/W/DSBE participation ranges for that contract, the Bidder is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Bidders must submit documentary evidence of MBEs, WBEs and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the Bid as nonresponsive, although the City, at its sole discretion, may allow Bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Bidders should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The bidder's listing of a commitment with an M/W/DSBE constitutes a representation that the Bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the Bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Bidder does not fully meet each of the range(s) for participation established for this Bid, Bidder must explain what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive, although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.
- Provide list of all certifying directories used to solicit participation for this Bid.
- Provide any additional evidence pertinent to Bidder's conduct relating to this Bid including sufficient evidence which demonstrates to the OEO that Bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Bidder's efforts to achieve participation within the ranges, Bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

The bidder's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract

and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the bidder's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the bid is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his/her designee whose decision shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. 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 fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the Bid except such rights or remedies that the

M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Procurement Commissioner the imposition of sanctions on the Bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Bidder's place of business and/or job site and obtain documents, such as quotations, and information from any Bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain a Bidder's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The Successful Bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The Successful Bidder agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The Successful Bidder's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend/Debar the Successful Bidder from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment

shortfall. (NOTE: The “total dollar amount of the contract” shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the “total dollar amount of the contract” shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City’s failure to enforce any provision or the City’s indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City’s rights in connection with any contract resulting from this Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (Bid)
Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises

Name of Bidder

COMMERCE DEPARTMENT
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Date of Bid Opening

List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.		Work to be Performed		Date Solicited		Commitment Made		Give Reason(s) if No Commitment	
Company Name Address Contact Person Telephone Number OEO CERTIFICATION #	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Work to be Performed	Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	Yes (If Yes, give date)	NO	\$ Percent of Total Bid	\$ Percent of Total Bid	Give Reason(s) if No Commitment
Company Name Address Contact Person Telephone Number OEO CERTIFICATION #	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Work to be Performed	Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	Yes (If Yes, give date)	NO	\$ Percent of Total Bid	\$ Percent of Total Bid	Give Reason(s) if No Commitment
Company Name Address Contact Person Telephone Number OEO CERTIFICATION #	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Work to be Performed	Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	Yes (If Yes, give date)	NO	\$ Percent of Total Bid	\$ Percent of Total Bid	Give Reason(s) if No Commitment

(Rev. 11/2009jgs)

¹ M/W/DSBEs listed above must be certified by the OEO prior to bid submission date.
² Failure to give reason for no commitment may result in rejection of your bid.

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SECTION 1: GENERAL BID SUBMISSION

- 1.1 **TITLE: Aftermarket Replacement Parts for Passenger Cars, Minivans, Light, Medium and Heavy Duty Trucks**
- 1.2 **SCHEDULE NO: 31-01**
- 1.3 **CONTRACT TERM:** 10/01/2011 to 09/30/2012 (“Initial Term”), with an option to renew for up to two (2) additional one (1) year periods plus 9 months, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.
- 1.3.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the “Renewal Notice”) notifying the Contractor that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City’s Renewal Notice, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.
- 1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.
- If participation in the City’s Master Performance Security Program is required under this Invitation and Bid, Contractor shall pay the required annual fee for such participation for each Renewal Term upon the issuance of the Renewal Notice.

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1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

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

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **Aftermarket Replacement Parts for Passenger Cars, Mini Vans, Light, Medium, and Heavy Duty Trucks** for Office of Fleet Management (OFM) as specified herein during the contract period.

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1.7 BID SECURITY

- 1.7.1 Bid security shall be based upon **cumulative bid amount per Section 5, A-2.**

All bids submitted with a total greater than \$30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for July 1, 2010 to June 30, 2012 are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

1.7.2 **Bids Opening July 1, 2011 through June 30, 2012**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2011 – June 30, 2012** by submitting a check in the amount of **\$120.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*.

Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

- 1.7.3 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

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1.8 **BID INFORMATION:**

- 1.8.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.8.2 Information provided verbally by any City official shall not be binding or relevant.
- 1.8.3 **SCHOOL BOARD:** The School Board **will not** be a part of this contract.
- 1.8.4 **ESTIMATED EXPENDITURES..... \$990,000.00**

1.9 **BID SUBMISSION:**

- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$30,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract."

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1.9.7 When M-BE, W-BE or DS-BE ranges are required on Invitation and Bid, bidders are reminded that the submission of a blank “Commerce Department Office of Economic Opportunity (OEO)” Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

1.9.8 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor’s LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime’s LBE certification number or the subcontractor’s name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

Further, by submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference:

“I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry.”

Prime or subcontractor’s LBE Certification Number_____

If applicable:

Subcontractor’s Name_____

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

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1.9.9

BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

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1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

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1.9.11 **ALTERNATES SUBMITTED:**

For the purposes of this bid only, Paragraph 4 of “Terms and Conditions of Bidding and Contract” is waived. Bidders shall follow the guidelines stated in Section 2.3 for any alternate brand they wish to submit. Upon approval by OFM, bidders shall submit with their bid a copy of the letter from OFM accepting the alternate. Detailed technical information on the alternate should accompany the sample. Any other product information submitted by bidder in connection with the sample is for purposes of product description, information and specification only. Bidder agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the acceptance and approval by OFM for use.

1.9.12 Bidders are to submit with the bid representative sections of the price list bidder intends to use for the purposes of this bid. The representative sections must show the Jobber or list price of all those items appearing on the bid in the sections upon which bidder places a bid. Whenever both a Jobber and a list price sheet are available for a given product line, the Jobber price sheet must be utilized. These representative sections may be in a hard copy or in electronic form (i.e. CD ROM, disk, etc.). At the time of award, (within 7 days) vendor must submit the published Jobber or manufacturer’s list price book hard copy or the manufacturer’s CD ROM where available to the buyer. The successful bidder must indicate the company name and bid number on the price list. Failure to submit the list within that time frame will render bidder ineligible for award.

1.10 **BIDDER QUALIFICATION:**

1.10.1 Bidders must be designated as warehouse distributors or equivalent, capable of large volume purchasing of automotive mini van and light, medium and heavy duty truck parts directly from a number of manufacturers.

1.10.2 Bidders must have an existing inventory of vehicular parts large enough to service the anticipated City requirements as listed in this Invitation and Bid. Bidders must also have a past history of volume sales, from stock of automotive and truck parts.

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- 1.10.3 The bidder shall currently have in stock a minimum of \$19 million in inventory and a minimum of 175,000 SKU'S (Stock Keeping Unit) all of which are within 25 miles of City Hall.

Bidders must currently have, or be able to contract for, the delivery of parts directly to City repair facilities in accordance with the delivery requirements as listed in this Invitation and Bid.

Bidder shall have a local location (within City limits) to allow for pick up by City personnel.

- 1.10.3.1 Upon request of the City of Philadelphia, successful bidder(s) must be prepared to demonstrate competency to supply parts.

Inspection of Facilities

Facilities, equipment, and staffing may be inspected by the City of Philadelphia prior to award of contract for compliance with the intent of these specifications. Inspections may be conducted at both proposed bidders main warehouse and local locations. Failure to comply will be cause for rejection of bid.

- 1.10.4 To demonstrate that they meet the criteria stated in this section, bidders must submit with their bid, an attachment to the pricing sheet that indicates:

- 1.10.4.1 A listing of the manufacturers whose parts the bidder currently carries.
- 1.10.4.2 The location, size (sq ft), dollar value of their current inventory and number of SKU's currently in stock for the warehouse locations within the 25 mile limit of City Hall to be utilized to service the City of Philadelphia.
- 1.10.4.3 The size and scope of the delivery service that the vendor currently has or will have under the contract and an explanation as to how the delivery requirements of the bid will be met.

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1.10.5 All bidders must be a bona fide warehouse distributor or equivalent in the products specified in Sections A1 and A2 of the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodities requested in this Invitation and Bid; and demonstrate the bidder's ability to perform on a contract of this size and scope.

Please note that reference information (Exhibit II and Exhibit III forms must be completed for each item listed in Section A2). Failure to submit this information with the bid will result in the bidder's disqualification.

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SECTION 1:

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

	A.	B.	C.
Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____
Phone #:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

SECTION 2:

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

P.O./Contract Number:	_____	_____	_____
Department:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone #:	_____	_____	_____
Item(s):	_____	_____	_____

NOTE: Do not provide the name and phone number of a Procurement Department Buyer in this section. Contact name(s) and phone number(s) must be from a City ordering department.

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1.11 MANDATORY PRE-BID MEETING:

A MANDATORY PRE-BID MEETING for all interested parties will be held on 08/30/2011 at 1:00PM at Municipal Services Building, Room 170A, 1401 JFK Boulevard, Philadelphia, PA 19102.

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

Attendance at this Pre-Bid Meeting is Mandatory. Only bidders who attend the Pre-Bid Meeting and are subsequently qualified by the City will be eligible for award.

"IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. VENDORS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED, MAY BE DENIED ENTRY TO THE MEETING."

SECTION 2: SPECIFICATIONS

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's **Office of Fleet Management (OFM)** with **Aftermarket Replacement Parts for Passenger Cars, Minivans, Light, Medium and Heavy Duty Trucks** under a just in time delivery system to sixteen (16) field locations (garages and central warehouse) as specified in Sections 2 and 5 of this Invitation and Bid.

2.2 **NOTE: OFM has sixteen (16) field locations (garages and central warehouse).**

2.2 **TELEPHONE ACCESS**

The successful primary and secondary bidders will be required to provide toll free/local telephone numbers for City personnel for Faxing of orders and for telephone inquiry.

PHONE NUMBER: _____

FAX NUMBER: _____

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2.3 BRANDS:

- 2.3.1 Only brands from the attached approved brands' list will be accepted. See Exhibit I. It is the City's desire to only install the highest quality parts. If a bidder is offering an alternate brand, the brand must be submitted to OFM for approval, ten (10) working days prior to the bid opening date. Brands offered by the bidder must be an "Industry Wide" recognized and accepted replacement brand name. No private label, short-line or "white-box" parts will be accepted. The original manufacturer's name must appear on the outside packaging of the product. Bidder must carry manufacturer's full line of all brands offered in this bid.
- 2.3.2 The bidder must supply a letter from the manufacturer for each brand quoted in Section A2 identifying the bidder as a "Warehouse Distributor" or its equivalent, for the stated brand. See Form Exhibit II.
- 2.3.3 Manufacturer must certify that all items quoted in Section A2 have been interchanged correctly to their part numbers. Also they must certify that the parts quoted are their highest quality parts, that they meet OFM's requirements and are equal to or greater than original equipment manufacturer's specifications. **The City requires all friction material to be non-asbestos. See Exhibit III.**
- 2.3.4 The City has identified certain brands of parts, in Section A2, that it wishes to use exclusively. Only quote the brand listed, no substitutions will be accepted without prior written approval from OFM.
- 2.3.5 **The City reserves the right to reject or request replacement of one or more brands offered.**

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2.4 CURRENT INVENTORY

- 2.4.1 Within sixty (60) days of the start of the contract, the successful primary bidder shall be responsible for the identification of **all** parts at all sixteen (16) inventory locations; remove and replace with their new brands at no cost to the City. Successful bidder shall take back only parts with current manufacturer's part numbers on manufacturer's price sheet. Any inventory identified as obsolete (no longer on manufacturers' price sheets) shall be identified, boxed separately and turned over to the City. OFM shall be responsible to notify the Procurement Department of the City of Philadelphia for salvage.
- 2.4.2 For any items where the City is over stocked, the City may, at its option, elect a credit for the item rather than a replacement or disposal of the identified parts. Where a credit is elected by the City, its value shall be computed based on the current cost to the City of the replacement item.

2.5 INVENTORY LEVELS

- 2.5.1 The successful primary bidder shall assist the City in setting initial inventory levels.
- 2.5.2 Successful primary bidder shall assist the City (OFM) stores' personnel in review and identification of inventory that is no longer needed or required to support the automotive and truck fleet. Full credit shall be given for any item on the current manufacturer's price sheets. No handling or restocking charges shall be assessed to the OFM. Any additional inventory deemed needed to be added to the inventory must be ordered via the current OFM requisition processes in place.
- 2.5.3 The successful primary bidder shall maintain records of brands, part numbers, quantities, and frequencies for items sold to and returned from OFM. The bidder can suggest min/max levels for items they have supplied. See computer report requirements section 2.15.5.

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2.6 INVENTORY OBSOLESCENCE

- 2.6.1 At least once each year, the successful primary bidder shall review all automotive inventory supplied under the contract and identify obsolete and slow moving parts.
- 2.6.2 Bidder shall remove and return any over stock of slow moving parts for current value according to the prevailing price sheet. The bidder shall identify the original invoice to be credited for items to be returned.
- 2.6.3 The City shall be responsible for disposing of obsolete parts through its salvage and disposal program.

2.7 PARTS ORDERING

- 2.7.1 OFM's central ordering staff will utilize the successful primary and/or secondary bidders' direct computer link at the administrative offices to place an order. Remote shop locations shall have access to vendor's website to determine the price and availability of part required.
- 2.7.2 OFM staff will order the part from the successful primary bidder. The successful secondary bidder shall be utilized only if the required part(s) cannot be obtained from the primary bidder on a timely basis.

2.8 ORDER TAKING

Both the successful primary and secondary bidders must be able to receive orders by direct computer link, website and FAX twenty-four (24) hours per day, seven (7) days per week. Consultation from an experienced parts professional shall be available from 7:00 A.M. to 7:00 P.M., Monday through Friday, and 7:00 A.M. to 2:00 P.M. Saturday.

2.9 ORDER INFORMATION

- 2.9.1 At a minimum, the successful primary and secondary bidders must be able to provide information regarding ordering questions, parts availability, parts substitution, etc., during the period 7:00 A.M. to 7:00 P.M., Monday through Friday, and 7:00 A.M. to 2:00 P.M. Saturday.

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2.9.2 List phone number for normal and special ordering, unlisted items and general assistance.

PHONE # _____

2.10 DELIVERY REQUIREMENTS

2.10.1 The successful primary bidder must deliver a minimum of two (2) times a day, plus emergency deliveries, five (5) days a week, to any of the sixteen (16) OFM locations. Bidder must schedule their deliveries to coincide with the operating hours of each of the facilities.

2.10.2 The successful secondary bidder must be capable of delivering a minimum of once per day, plus emergencies, five (5) days a week, to any of the sixteen (16) OFM locations.

2.10.3 For the successful primary bidder, all unit down orders placed between 6:00 A.M. and 4:00 P.M. must be delivered no later than 7:00 P.M. the same day, if not sooner. All stock orders placed between 7:00 A.M. and 4:00 P.M. must be delivered the following morning. Stock orders must be delivered on the morning delivery truck only.

2.10.4 For the successful secondary bidder, all unit down orders placed between 6:00 A.M. and 4:00 P.M. must be delivered no later than 7:00 P.M. the same day, if not sooner. Any orders placed after 4:00 P.M. which cannot be delivered prior to 7:00 P.M. must be delivered before 11:00 A.M. the next day or be permitted to be picked up by City staff.

NOTE: “Unit down” order represents parts needed for repair of a vehicle that is down. “Stock” order represents parts needed to replenish stock stored in the OFM shop.

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2.10.5 **Other Delivery Requirements**

2.10.5.1 The successful primary bidder must achieve a 90% fill rate on each order request, measured by line items being provided on the first delivery. If, for any reason, the bidder cannot supply items ordered, the bidder must contact, by e-mail, the ordering shop location. (OFM will provide e-mail address to awarded bidders.)

Stock Orders:

All back orders must be filled within 72 hours. If this cannot be accomplished, then bidder must contact OFM by e-mail.

Unit Down Orders:

If a part is not available, then bidder must contact OFM by phone and e-mail, within four (4) hours of receiving written or verbal orders.

2.10.5.2 In addition to the delivery requirements stated above, if a full sixth (6th) or seventh (7th) day of delivery becomes necessary during the life of the contract, the successful bidder(s) will be required to comply with the delivery requirements outlined under # 2.10 upon request, with 30 days written notice at no additional cost to the City.

NOTE: “6th day” represents a Saturday and “7th day” represents a Sunday.

2.11 **PICKUP**

2.11.1 **Standard Pickup** – The successful primary and secondary bidders must operate a pickup counter within City limits from 8:00 AM to 5:00 PM, Monday through Friday and 8:00 A.M. to 2:00 P.M. on Saturday for regular pickup of parts by City employees.

Bidder to state the location of the over-the-counter Parts Facility:

2.11.2 **Emergency Pickup**

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2.11.2.1 The successful primary bidder must operate an emergency pickup service during other than a standard operating hours to permit City employees to pickup automotive and truck parts when critically required. This may be accomplished by having a designated individual on call who has the authority and knowledge, when required, to open the warehouse, and locate and issue parts.

2.11.2.2 Indicate the phone number for emergency pickup ordering.

PHONE # _____

2.12 **SPECIAL ORDER ITEMS**

When a Special Order item(s) is required, the successful bidder shall first verify part(s) availability. Then, the successful bidder must contact the ordering shop location by phone, and provide the OFM store's supervisor or manager the costs for shipping, whether it is to be shipped via "Next Day Air", truck, common carrier, or next stock delivery. The OFM supervisor or manager shall authorize the type of shipment required. **OFM shall be responsible for payment of shipping freight at vendor's cost with no mark-up.** A copy of shipping freight costs must be submitted with invoice for payment.

2.13 **WARRANTIES**

2.13.1 All parts provided shall be warranted for the manufacturer's warranty period.

2.13.2 Defective or failed parts shall be replaced within the manufacturer's warranty period at no cost to City, for failed items.

2.13.3 If a specific part from a specific manufacturer is subject to chronic failure, the City reserves the right to have the successful primary bidder substitute a different manufacturer for that particular product.

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2.13.4 The City shall be reimbursed by the successful bidder from whom the installed failing parts were purchased, for all labor costs, as provided in manufacturer's warranty policy, incurred by the City in replacing all items as a result of a defective unit which failed during warranty period. The manufacturer's standard rate per hour shall be used as a minimum to compute these costs.

For Warranty Repairs:

Contact Name: _____

Contact Phone Number: _____

2.13.4.1 OFM agrees that the manufacturer should and will be allowed to examine vehicles with reported failed major units prior to removal and warranty claim. This will require coordination with OFM's Facility Maintenance Supervisor as the manufacturer's representative(s) will not be permitted to make any repairs or modifications to the equipment on or in City facilities.

2.14 RETURNS

2.14.1 The returns policy shall apply to both primary and secondary bidders.

2.14.2 For items to be returned, City staff shall inform the bidder of part number, part name, brand, quantity, type of return and location of the items. The return order shall be picked up within one day of the City's notice. City (OFM) stores personnel shall fill out either the successful vendors "return goods form" or the OFM "return goods form" (RGF), PREFERRED, prior to pick up by the successful vendor. In either case, at the time of pickup, bidders' driver shall supply a return receipt showing part number, part name, brand, quantity, and location, signed by both a city employee (with name and employee payroll number) and bidder's employee. The credit invoice shall be issued within 72 hours.

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The credit invoice shall show the “return goods form” ID number and identify the original purchase invoice number on which the returned parts were originally purchased, where possible. If the credit invoice does not reference or match the number on either the vendor’s return good form slip or OFM return good form number is not referenced, it will be required of vendor to print a copy of the return good form and attach to the credit memo and forward to the OFM delivery location. OFM parts supervisor will match credit memo with the City’s copy of the return goods form and forward to OFM accounts payable for payment.

NOTE: NO PARTS MAY BE RETURNED TO VENDOR WITHOUT A RGF FILLED OUT EVEN IF THE VENDOR MISTAKENLY BROUGHT THE WRONG PART(S).

2.15 **COMPUTER SYSTEM**

2.15.1 Within thirty days of the start of the contract period, the successful primary bidder shall furnish, install, and maintain all necessary software and hardware needed for OFM to communicate with the bidder’s computerized inventory system.

2.15.2 This system shall be an “ACTIVANT System”, or its equivalent, with the capability of inquiry into bidder’s inventory, look up capability for parts by application, pricing, and city account status and be accessible via the Internet.

2.15.3 The system shall provide full look-up reference of all part numbers for all vehicle replacement parts. It shall be capable of supplying complete cross reference of all automotive part numbers of bidder supplied items with all other major brands in the market.

2.15.4 **ELECTRONIC VEHICLE PARTS INFORMATION**

2.15.4.1 Within thirty days (30) of the start of the contract period, the successful primary bidder shall have available complete vehicle parts information and vehicle data sheets for the City’s fleet. The information must include the bidder’s manufacturer replacement part numbers and part description for all parts normally used for each of the City’s vehicles.

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2.15.4.2 The vehicle parts information shall be completed in accordance with the City's specifications. This data must be available electronically via direct computer connection and Internet at each of the City's locations so that City personnel can look up parts by the vehicle unique ID numbers. The user must be able to access this information through the order entry interface and allow them to select the appropriate part from the database and automatically add it to the current order.

2.15.4.3 City personnel should be able to select the part needed from the sheet, be able to see the suppliers available on hand quantity, the City's net price, and automatically add the part to an order. When the part arrives at the City's facility, the City's unique vehicle ID number must be visible on the vendor's "delivered packing slip". This will ensure an easy task of identifying the parts ordered for each vehicle.

2.15.4.4 This method must be provided for all parts listed in the Automotive Parts Vehicle Information Sheet and the Heavy Duty Parts Vehicles Information Sheet included in Exhibit IV. As part of this bid, please submit your sample reference sheets for a 2008 Ford Crown Victoria with police package and a 2008 International 7400.

2.15.5 Reports – The system shall, at a minimum, be capable of producing the following reports either for one location or all OFM locations combined. It is the City's desire to be able to run these reports and have them print at OFM headquarters. All reports must run on the City's fiscal year – July 1st through June 30th.

- Report on usage of an individual item.
- Report that lists all part numbers purchased in descending usage order with price and extension.
- Report that lists parts in descending usage order by brand with 70 percent cut off for each brand.

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- Report that shows dollar value of purchases for each brand including returns, Y-T-D, M-T-D, and comparison to last year.
- Report that prints a suggested minimum and maximum stock level for all part numbers based on the last two years purchase history.
- Report by brand that compares this year's purchases to last year's purchases in descending unit volume including part number, quantity purchased, selling price and extension.
- Report of all items returned for warranty including running totals.
- Report that shows all outstanding cores. It must include number of cores still eligible for return, value of core, invoice numbers of open core returns and totals in units and dollars.
- Report that shows all open purchase orders by part number.
- Report that shows open purchase orders by descending date.
- Report that lists all open accounts payable.
- Capability to re-print old invoices.
- Report to show the demand by part number each of the sixteen (16) shops or for all shops.
- A report that will show all OEM parts that could have been purchased through the aftermarket and show potential savings.
- A report that shows all OEM parts that were purchased through the aftermarket and the amount saved through such purchase.
- Program to list all shops that use a particular part so inventory can be moved to where it is needed.

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- Quarterly report showing dollar amount of credits including cores for each location.
- Batch invoice report that prints all current invoices that need to be submitted for payment.
- Report to print all invoices not paid in 90 days.
- Report by location that shows a summary of open Accounts Receivable amount.

Please attach as part of your bid, a sample of each of the above reports for an existing Fleet customer that you currently service.

2.15.6 **Input/Output DEVICES**

2.15.6.1 The successful primary bidder shall install three (3) terminal emulators at OFM Headquarters which shall be connected by dedicated data line to the primary bidder's computer system. The sixteen (16) field locations, remote sites, shall connect to successful vendors' WEBSITE gaining access through the City's Internet connection.

2.15.7 **DATA LINES**

The successful primary bidder shall be responsible for installation, maintenance, and costs of all dedicated data lines between the installed terminals, printer and the bidder's location (See Exhibit V).

2.15.8 **MAINTENANCE**

2.15.8.1 The successful primary bidder shall be responsible for maintenance of the hardware, software and data lines and all their related components.

2.15.8.2 Other than normal wear and tear, the successful primary bidder shall not be responsible for damage to the equipment caused by City personnel.

2.15.9 The successful secondary vendor shall be responsible for the installation and maintenance of a dial-up terminal at OFM Headquarters.

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2.16 TRAINING

2.16.1 The successful primary bidder shall, in coordination with the major manufacturers, make training available to designated City staff to include:

- holding technical update and information clinics
- locating, setting up, holding, supplying, advising and registering City employees for any training offered by manufacturers.
- complete and continuous training for all city designated OFM employees on the operation and use of the computer system supplied to the City.
- provision of manufacturer's 1-800 technical information phone numbers.

2.16.2 Except for travel expenses outside the area, which is to be paid for directly by the City, all such training and information requirements shall be provided at no additional charge to the City.

2.16.3 The successful primary and secondary bidders shall provide continuous training to any OFM employee or City employee on the use of their computerized systems whether they are connected directly or through the WEB (Internet) for price verification with the 3rd party verification program.

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2.17 **JOBBER/LIST PRICE:**

- 2.17.1 List price sheets will only be accepted if there are no jobber sheets available from the manufacturer. In the event that there is no longer a manufacturer's published jobber or list price sheet, then a nationally produced Jobber Price sheet must be used. Bidders are specifically prohibited from creating their own in-house price sheets.
- 2.17.2 Bidders must be able to prove that their nationally produced price sheets are being utilized to sell to customers across the country. This National Jobber Price list must be supplied to independent pricing services centers such as Activant and Nuway.
- 2.17.3 The awarded bidder must provide a procedure for the City to validate pricing using this National Jobber Price list through the 3rd party (independent) source as part of their award at no cost to the City.
- 2.17.4 Furthermore if the City has a need for a part that the manufacturer does not have a manufacturer's published jobber or list price sheet or a nationally produced Jobber Price sheet the awarded bidder shall supply that part to the City at a mark up to their acquisition cost. The bidder shall provide either the OEM or aftermarket part. The invoice provided to the City shall be supported by a copy of the invoice provided to the bidder at time of purchase. In the pricing, Section A-3, bidders shall state their mark up to cost.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.

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

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

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

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

3.2 **AWARD:**

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidders (primary and secondary) in accordance with the "Basis of Award" stated below. Award all be made to a primary and secondary bidder submitting the lowest responsive bid to the City utilizing the percentage cost or discount to the City for calculation. Secondary bidder shall be requested, by the City, to provide part(s) if the primary is unable to fulfill the requirements specified in this Invitation and Bid. Bidder must bid all items to be eligible for award.

3.2.1.1 **Basis of Award:**

Award shall be made to the lowest bidder based on the total of the following sections:

- Section A2 – the sum of all line item net costs
- Section A3 – Under \$500 - \$10,000 + mark up
- Over \$501 - \$25,000 + mark up

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

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$30,000.00 and awarded as a whole or by section.

3.2.3 **PERFORMANCE SECURITY:**

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

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$30,000.01. All awards at the \$30,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

However, if the total award amount exceeds \$500,000, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.3.1 and 1.3.2 shall apply.

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

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

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

3.2.5 **INSURANCE:**

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

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

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

- 3.2.6 Upon request of the buyer, apparent low bidder must submit the published Jobber or manufacturers' list price book in hard copy or the manufacturers' CD ROM, if available, to the buyer and to the addresses listed below. Vendor must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.

NOTE: The Jobber or list price must show all the items in which the bidder places a bid. Whenever both a jobber and a list price sheet are available for a given product line, the jobber price sheet must be utilized.

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

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

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

- Mail (hard copy or CD ROM) to: Procurement Department, Price Desk, Room 150 Municipal Services Building, 1401 J.F.Kennedy Blvd., Philadelphia, PA 19102, ATTN: Price Desk Clerk

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

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3.2.6.1 **Additional Requirements:**

Upon notification of award, the successful primary bidder and secondary bidder will submit two additional copies of the price list(s) that bidders have/has quoted upon, and which will be used for the propose of acquiring all items under the contract. The additional price lists will be forwarded to:

Office of the Director of Finance

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

City Controller

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

Procurement Department, Price Desk

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

Office of Fleet Management

100 South Broad Street, 3rd floor
Philadelphia, PA 19110
Attn: Teri Antonelli (Administrative Officer)

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SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

- 4.1.1 The Office of Fleet Management will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing.

Order Against Contracts

The Office of Fleet Management shall order the parts it requires under a Direct Purchase Authorization, or if any one part is in excess of \$7,500.00, it will submit an electronic requisition, through ADPICS, to the Procurement Department.

- 4.1.2 OFM is 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.

4.1.3 ADD-ONS:

The City reserves the right to add, delete or change locations; or to acquire other types of Aftermarket Replacement Parts for Passenger Cars, Minivans, Light, Medium, and Heavy Duty Trucks that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

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

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4.2 **VENDOR RESPONSIBILITY:**

- 4.2.1 The successful primary and secondary bidders may provide parts only after receipt of award notification or other authorizing document from the Procurement Department. All orders must be in writing. The successful primary and secondary bidders shall not accept verbal delivery requests until after receipt of award notification or other authorizing document from Procurement.
- 4.2.2 The successful primary and secondary bidders may provide only parts that have been incorporated into the contract at the percentages quoted.
- 4.2.3 In the event that the successful primary or secondary bidder receives an order for parts not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
 - (ii) notify OFM in writing and refuse to deliver.
- 4.2.4 Should parts be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without award notification, the City shall have no obligation for payment.
- 4.2.5 For delivery of parts, the successful bidders shall honor and be paid for orders placed until the close of business of the date of Direct Purchase Authorization (DPA) expiration. Delivery of parts may occur following DPA expiration, so long as the order was placed prior to the expiration date.
- 4.2.5.1 Due to the critical nature of the service provided by OFM and the importance of timely deliveries of parts to enable the service to be performed, a secondary vendor will be contacted in the event that the delivery requirements, as detailed in para. 2.10 cannot be met on any occasion. The primary vendor will be contacted by OFM by phone or fax in the event that the secondary vendor must be utilized.

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4.2.6 **RECYCLING INFORMATION REQUEST:**

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

Product bid contains recycled content? YES NO

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

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

Is your product shipped in returnable Containers? YES NO

4.2.7 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.

4.2.8 For all invoices submitted, vendor must agree that all pricing can be verified in the price lists submitted after award and on file in Finance, the Controller's Office and Procurement (see Section III above).

Vendor must agree that all pricing can be verified in the price list(s) submitted after award as per Paragraph 3.2.6 above. Vendor must submit copies of all amendments, updates, etc. to the appropriate address listed in Paragraph 3.2.6 above.

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4.2.9 **INVOICING**

4.2.9.1 For all invoices submitted, each successful bidder(s) agree that all pricing can be verified in the price lists submitted and on file in OFM, Finance, and the Controller's Office. If the prices are not contained in those price lists, the successful bidders agree to submit a portion of the price list on which the pricing appears with the invoice.

4.2.9.2 If no price list or portion thereof is available (i.e., it is not a published list, the successful bidder(s) must furnish a letter from the manufacturer certifying same. For mark up to acquisition cost, **PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) +MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit supplier's original invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier + Mark-up. No overhead, expenses, etc. (see para 2.17.4)**

NOTE: FREIGHT COSTS ARE EXCEPTIONS TO THE LANGUAGE STATED ABOVE. NO MARK UP IS ALLOWED FOR FREIGHT COSTS. (SEE PARA. 2.12)

4.2.9.3 Invoices/Packing Slips/Credit Memos/Credit Returned Goods Forms:

Upon delivery and receipt authorization by OFM parts personnel, the vendor shall invoice, with separate invoices for each delivery. Original Invoices should be mailed to the following location:

OFM Accounts Payable
100 South Broad Street, 3rd Floor
Philadelphia, PA 19102
Attn: Payment Scanning Unit- Latosha Scruggs

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One copy of Invoice clearly marked as “ORIGINAL” should be submitted and contain the following information:

- Vendor FIN
- Invoice number
- Invoice date
- Shop number and Location
- OFM Shipping instruction/release number
- Bid number
- Item number
- Part description
- Part Identification by part number
- List price/acquisition cost
- Mark up or discount
- Invoice Total Amount

In order to ensure correct scanning and processing of invoice, all information should be clearly identifiable and in the same location on invoice consistently.

4.2.9.4 PACKING SLIPS

Packing slips shall be signed by OFM personnel and vendor delivery agent then left at OFM Shop Location. OFM Shop location will forward signed slips to Accounts Payable.

All slips for parts shall have the signature and payroll ID number of the authorized/designated OFM personnel.

It is imperative that all slips reference vendor invoice number. Drop shipments from third party shipping agents or vendor’s slips that do not match original invoice will require vendor to print a copy of invoice and forward to the OFM parts manager or designee who will match delivery slips with packing invoice and forward to OFM accounts payable for payment.

This process will ensure proper document identification matching by OFM Scanning System.

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4.2.9.5 CREDIT MEMOS/INVOICE

One copy of original credit memo / invoice should be forwarded to the OFM Accounts Payable location as stated 4.2.9.3.

Credit Memos should be clearly marked as "CREDIT". All credits should contain the following information:

- Vendor FIN
- Return Good Form (RGF) number placed in purchase order location
- Date
- Shop number and Location
- OFM Shipping instruction/release number or invoice number from original order
- Bid number
- Part Description
- Part Identification by part number
- Credit Total Amount preceded by a minus (-).

4.2.9.6 CREDIT RETURNED GOODS FORM

Upon pick up or return of part(s), a credit returned goods form supplied by the vendor shall be signed by OFM Parts Supervisor or designee and vendor delivery agent. If vendor does not issue such form, an OFM supplied form shall be utilized. (See Section # 2.14.)

4.2.10 Payment

Paying the successful vendor is the responsibility of OFM, not the Procurement Department. The successful vendor should bring any problems concerning scanned payments to the attention of Latosha Scruggs, Parts Payment Scanning Unit at 215-686-1709, or E-mail her at Latosha.Scruggs@phila.gov.

- 4.2.10.1 Invoice(s) shall be submitted after delivery and acceptance of the product(s) by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing and packing slip information.

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4.2.10.2 Checks will only be made payable to the company name as shown on the contract number; the invoices packing slips must reflect this same company name as the “pay to”. Any changes in company name, address, or payment information should be brought to the attention of the Procurement Department, Information Unit.

4.2.10.3 Should a part be required for an emergency or “unit down” repair, OFM may request the vendor to utilize special expedited shipping. OFM shall reimburse the vendor at their cost for this request. Vendor shall submit their backup invoicing from their carrier with original invoice.

4.2.10.4 Vendor shall provide billing contact information for OFM payment or invoicing questions:

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

4.2.11 Payments to OEO Subcontractors

The below paragraph 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.

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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.

4.3 **PRICE INCREASE OR DECREASE:**

4.3.1 The successful primary and secondary bidders shall hold their initial prices stable for twelve months.

Prices for the period shall be determined by applying the percentage discount or markup for each product line to the jobber or list price sheets submitted with the bid. Percentage discount or markup shall remain firm for the life of this contract.

4.3.2 New part numbers or Superseded part numbers during a contract period.

- notify the Office of Fleet Management (OFM) Central Ordering that the item cannot be found on the price list; and
- provide to OFM and the Procurement Department written proof from the manufacturer of the list price of the items(s).
- Once identified this new or superseded part number shall remain at this price for the remainder of the contract period.

4.3.3 Upon receipt of a notice of contract renewal, but no later than 90 days prior to the next renewal period, the successful primary and secondary bidders shall submit to the City the latest manufacturers published jobber or list price sheets, for the manufacturers brand offered under the bid. For the renewal period, the City shall apply the percentage discount or markup for each product line to the revised jobber or list nationally produced Jobber price sheets.

(See section 3.2.6) These prices shall hold stable for the renewal period of the contract or twelve months which ever is longer.

4.3.4 The successful bidders must submit a copy of the revised jobber or list price sheets to OFM, Finance, and City Controller at the addresses shown in this bid.

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4.3.5 This price change mechanism shall be utilized for each renewal period under the contract.

NOTE: The City reserves the right, beginning six (6) months after the award of this contract, to renegotiate directly with manufacturers or their representatives for a better pricing structure which would result in lower pricing. The awarded vendor would then be offered the option to negotiate with the manufacturer for this pricing on City sales and incorporate it into this contract or have that product (s) removed from their award. Any and all price reductions that the bidder does renegotiate as a result of this contract will be passed onto the City.

Failure to notify the City within the time frame specified in 4.3 will result in a commensurate delay in implementing the price change.

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

SECTION 5: PRICING

5.1 **PRICING:**

5.1.1 Indicate the brands offered. In Section A1, bidder shall, for each type component, indicate the:

5.1.1.1 Brands being offered; for each brand offered indicate if the percentage change being offered is a percentage increase or decrease to the manufacturers published jobber, list or Nationally produced Jobber price sheet; for each brand offered. **BIDDER MUST ENTER A PLUS (+) OR MINUS (-) SIGN BEFORE EACH PERCENTAGE OFFERED.**

5.1.1.2 Bidder must also write out whether they are offering **Jobber, or List prices**. Letter designations are not acceptable. Any quotation submitted with only letter designation will be disqualified.

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5.1.1.3 If additional pages are needed in order to accommodate additional brands, bidders may make extra copies.

5.1.2 Indicate the exact part and price being offered. In Section A2, indicate the brand and part being offered that meets or exceeds the part number cited in the pricing table.

5.1.2.1 For each part show the brand being offered; show the part number being offered that meets or exceeds the specifications of the city part number; show the original jobber price for the part.

5.1.2.2 Show the percent change from jobber price. This must agree with the percentage change for the part and brand indicated in Section A1.

5.1.2.3 Show the net cost to the City after the change is made to the jobber price for the part; extend the price by multiplying by the estimated usage; subtotal for each page and total for all pages.

5.1.2.4 If a bidder is offering more than one brand in a section, they may do so. Bidder must however, indicate the complete required information for each brand. The lowest price brand meeting all the City referenced part specification and vehicle applications should be listed first.

5.1.3 In addition to entering the above information on the paper copy of the bid, bidders are also requested to submit this information on a computer disk in Excel format.

5.1.4 Bidder shall submit copies of manufacturers published Jobber, List, or Nationally published Jobber price sheets for each brand being offered to the City at the time of bid submission.

NOTE: Manufacturer's Jobber, List, national Jobber or Acquisition cost plus pricing must be spelled out. No abbreviations of any kind are allowed.

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SECTION A2, PRICING BY OFM #

ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>					<u>Jobber +/- %</u>		
<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Change</u>	<u>Cost</u>	<u>Net</u>
Mirror Velvac	714579	_____	_____	_____	_____	_____ x7=	_____
Mirror Ford	6W7Z17682BA	_____	_____	_____	_____	_____ x4=	_____
Mirror Ford	F8AZ17683AA	_____	_____	_____	_____	_____ x3=	_____
Backing Plate Assembly Euclid	E9422	_____	_____	_____	_____	_____ x4=	_____
Bearing set GM	14066918	_____	_____	_____	_____	_____ x10=	_____
Filter element Bendix	107794X	_____	_____	_____	_____	_____ x25=	_____
Brake Booster A-1	54-71293	_____	_____	_____	_____	_____ x4=	_____
Brake Booster A-1	54-74400	_____	_____	_____	_____	_____ x4=	_____
Brake Caliper A-1	18B4606	_____	_____	_____	_____	_____ x7=	_____
Brake Caliper A-1	18B4614	_____	_____	_____	_____	_____ x8=	_____
Brake Caliper Steel Piston A-1	18-8007 S	_____	_____	_____	_____	_____ x6=	_____
Brake Chamber Euclid	EBC3636C	_____	_____	_____	_____	_____ x12=	_____
SUBTOTAL						\$	_____

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SECTION A2, PRICING BY OFM #

ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Jobber +/- %</u> <u>Change</u>	<u>Cost</u>	<u>Net</u>
Brake Chamber Anchor Lock		LC3030	_____	_____	_____	_____	_____x10=	_____
Brake Pad GM		88909660	_____	_____	_____	_____	_____x25=	_____
Brake Pad Ford		F5TZ2001A	_____	_____	_____	_____	_____x25=	_____
Brake Rotor Ford		3W1Z1125AA	_____	_____	_____	_____	_____x40=	_____
Brake Shoe Ford		F2DZ2200AA	_____	_____	_____	_____	_____x8=	_____
Brake Shoe Ford		YW7Z2N712AA	_____	_____	_____	_____	_____x8=	_____
Air Compressor Cummins		3558051	_____	_____	_____	_____	_____x4=	_____
Diaphragms Euclid		E8894	_____	_____	_____	_____	_____x25=	_____
Kit Freightliner		25SF157000	_____	_____	_____	_____	_____x6=	_____
SUBTOTAL							\$	_____

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ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Jobber +/- % Change</u>	<u>Net Cost</u>
Drain Valve	International	1685389C1	_____	_____	_____	_____	x25=_____
Valve	Freightliner	566838	_____	_____	_____	_____	x12=_____
Drum	Webb	68733F	_____	_____	_____	_____	x12=_____
Drum	Webb	68981B	_____	_____	_____	_____	x10=_____
Drain Valve	Midland	KN22150	_____	_____	_____	_____	x15=_____
Brake Rotor	Meritor	3218S0117	_____	_____	_____	_____	x10=_____
Hub	Webb	1521F-NT	_____	_____	_____	_____	x6=_____
Hub	Webb	35607-HT	_____	_____	_____	_____	x12=_____
Hub Bearing	GM	88964168	_____	_____	_____	_____	x7=_____
Hub Cap	Stemco	340-4249	_____	_____	_____	_____	x19=_____
SUBTOTAL							\$_____

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SECTION A2, PRICING BY OFM #

ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

Descr.					Jobber +/- %	Net
<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Change</u>	<u>Cost</u>
Hub Cap Stemco	342-4009	_____	_____	_____	_____	x10=_____
Hub Cap Stemco	343-4249	_____	_____	_____	_____	x12=_____
Master Cylinder Raybestos	MC390445	_____	_____	_____	_____	x16=_____
Master Cylinder Raybestos	MC390398	_____	_____	_____	_____	x8=_____
Nut Freightliner	TDA/R005991	_____	_____	_____	_____	x27=_____
Seal Triseal	70799	_____	_____	_____	_____	x15=_____
Shoe Kit FMSI	1412D	_____	_____	_____	_____	x20=_____
Pressure Valve Neway		_____	_____	_____	_____	x10=_____
Trailer Part Raybestos	761-2010	_____	_____	_____	_____	x10=_____

SUBTOTAL \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57390	PAGE OF 74 98
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SECTION A2, PRICING BY OFM #

ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Jobber +/- %</u>	<u>Price</u>	<u>Change</u>	<u>Net Cost</u>
Shoe Kit	Meritor	KIT 15016	_____	_____	_____	_____	_____	x8= _____
Shoe Kit	Meritor	XK312471QP	_____	_____	_____	_____	_____	x30= _____
Shoe Kit	Meritor	XK3014515Q	_____	_____	_____	_____	_____	x28= _____
Shoe Kit	Meritor	XK4034707QPM	_____	_____	_____	_____	_____	x6= _____
Slack Adjuster	Meritor	R802446	_____	_____	_____	_____	_____	x12= _____
Slack Adjuster	Meritor	R806024	_____	_____	_____	_____	_____	x4= _____
Master Cylinder	Ford	YC2Z2140AD	_____	_____	_____	_____	_____	x4= _____
Master Cylinder	GM	19209186	_____	_____	_____	_____	_____	x4= _____
Belt	IHC	3605646C1	_____	_____	_____	_____	_____	x15= _____
SUBTOTAL								\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57390	PAGE OF 75 98
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SECTION A2, PRICING BY OFM #

ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

Descr.	Manufacturer	OFM #	Brand	Part No.	Price	Jobber +/- % Change	Cost	Net
Belt	Ford	4L2Z8620EA	_____	_____	_____	_____	_____	x22=_____
Radiator	Jeep	52006341	_____	_____	_____	_____	_____	x4=_____
Radiator	Ford	F8VZ8005BA	_____	_____	_____	_____	_____	x6=_____
Radiator Hose	Jeep	52006301	_____	_____	_____	_____	_____	x9=_____
Water Pump	Detroit Diesel	23506602	_____	_____	_____	_____	_____	x8=_____
Water Pump	Detroit Diesel	23506723	_____	_____	_____	_____	_____	x9=_____
Water Pump	GM	252-595	_____	_____	_____	_____	_____	x7=_____
Water Pump	Ford	YC2Z8501BA	_____	_____	_____	_____	_____	x12=_____
Hanger Bearing	International	2591050C91	_____	_____	_____	_____	_____	x4=_____

SUBTOTAL \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57390	PAGE OF 76 98
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SECTION A2, PRICING BY OFM #

ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Jobber +/- %</u>	<u>Net Change</u>	<u>Cost</u>
Hanger Bearing	Ford	E4TZ4800AA	_____	_____	_____	_____	_____	x5= _____
Transmission	Jasper	5888720	_____	_____	_____	_____	_____	x2= _____
Transmission rebuild kit	VTP Trans Parts	DK8400U	_____	_____	_____	_____	_____	x24= _____
U-Joint	Ford	F2AZ4635C	_____	_____	_____	_____	_____	x6= _____
U-Joint Connector	Spicer	6.5-70-18X	_____	_____	_____	_____	_____	x10= _____
Alternator	Delco	10459336	_____	_____	_____	_____	_____	x19= _____
Alternator	Delco	10461055	_____	_____	_____	_____	_____	x14= _____
Battery	EAST PENN	65-775	_____	_____	_____	_____	_____	x40= _____
Battery	EAST PENN	8DHP	_____	_____	_____	_____	_____	x16 _____
Battery	EAST PENN	311000T	_____	_____	_____	_____	_____	x50 _____
Trailer connector	BWD	TC102	_____	_____	_____	_____	_____	x23= _____

SUBTOTAL \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57390	PAGE OF 77 98
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ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Jobber +/- % Change</u>	<u>Net Cost</u>
Battery							
ODYSSEY 65-PC1750T			_____	_____	_____	_____	_____ x 8= _____
Relay							
Ford	F5TZ14N089B		_____	_____	_____	_____	_____ x 12= _____
Starter							
Lester	3204		_____	_____	_____	_____	_____ x 17= _____
Starter							
Delco	10461055		_____	_____	_____	_____	_____ x 15= _____
Starter							
Ford	F81Z10346CA		_____	_____	_____	_____	_____ x 14= _____
Starter							
MotorCraft	SA817		_____	_____	_____	_____	_____ x 15= _____
Sensor							
Ford	9U2Z12A648A		_____	_____	_____	_____	_____ x12= _____
Emission Gas							
ESIZERO Zero Air Blend 37			_____	_____	_____	_____	_____ x14= _____
Sensor							
GM	25180303		_____	_____	_____	_____	_____ x 7= _____
Vacuum Pump							
Ford	F4TZ2A451A		_____	_____	_____	_____	_____ x 8= _____
Vacuum Pump							
Ford	F6TZ2A451AA		_____	_____	_____	_____	_____ x15= _____
SUBTOTAL							\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57390	PAGE OF 78 98
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ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Jobber +/- %</u>	<u>Net</u>	
						<u>Change</u>	<u>Cost</u>	
Carburator	UNITED	7-7806	_____	_____	_____	_____	x 1=_____	
Flex Plate	GM	10128414	_____	_____	_____	_____	x 25 =_____	
Cooler Gasket	Cummins	3918174	_____	_____	_____	_____	x12=_____	
Engine	Jasper	197620	_____	_____	_____	_____	x 1=_____	
Oil Cooler	Ford	F8AZ6A715AA	_____	_____	_____	_____	x 8=_____	
Cable	Ford	E7UZ9A758E	_____	_____	_____	_____	x 10=_____	
Air Filter	Ford	E5TZ9601B	_____	_____	_____	_____	x 20=_____	
Flex Plate	GM	14077157	_____	_____	_____	_____	x 13=_____	
Fuel Filter	Ford	E99Z9B072A	_____	_____	_____	_____	x 100=_____	
Manifold Set	Ford	F3DZ9433A	_____	_____	_____	_____	x 6=_____	
Oil Cooler Line	Ford	3W7Z6A715AA	_____	_____	_____	_____	x12=_____	
SUBTOTAL							\$	_____

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SECTION A2, PRICING BY OFM #

ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Jobber +/- %</u>	<u>Net</u>	
						<u>Change</u>	<u>Cost</u>	
Oil Cap	International	336079R91	_____	_____	_____	_____	x 8= _____	
Oil filter	Ford	3C3Z6731A	_____	_____	_____	_____	x 12= _____	
Oil Filter	International	1842639C91	_____	_____	_____	_____	x 30= _____	
Starter	Ford	2C3Z11002AA	_____	_____	_____	_____	x 8= _____	
Re-refined oil, Quarts *	America's	Choice	AC15W40	_____	_____	_____	x 144= _____	
Thermostat Gasket	Cummins	208128	_____	_____	_____	_____	X 8= _____	
Turbo Gasket	Detroit Diesel	8929285	_____	_____	_____	_____	x 18= _____	
Turbo Gasket	Detroit Diesel	8929529	_____	_____	_____	_____	x 27= _____	
Clamp	Walker	33286	_____	_____	_____	_____	x 31= _____	
Clamp	Walker	35337	_____	_____	_____	_____	x 27= _____	
SUBTOTAL							\$	_____

*** Must be API approved CJ-4**

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ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>						<u>Jobber +/- %</u>	<u>Net</u>
<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Change</u>	<u>Cost</u>	
Clamp Walker	35414	_____	_____	_____	_____	x29=	_____
Clamp Walker	35760	_____	_____	_____	_____	x27=	_____
Clamp International	434252R91	_____	_____	_____	_____	x12=	_____
Convertor Eastern	30315	_____	_____	_____	_____	x10=	_____
Convertor Eastern	30316	_____	_____	_____	_____	x8=	_____
Convertor Walker	50410	_____	_____	_____	_____	x14=	_____
Convertor Walker	50425	_____	_____	_____	_____	x12=	_____
Muffler Walker	22000	_____	_____	_____	_____	x14=	_____
Clamp Walker	22550	_____	_____	_____	_____	x8=	_____
Fuel Cap Robert Shaw	RG819	_____	_____	_____	_____	x8=	_____
Fuel Pump International	1824415C92	_____	_____	_____	_____	x4=	_____
SUBTOTAL						\$	_____

SECTION A2, PRICING BY OFM #

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ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

Descr.				Jobber +/- %	Net
<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Change Cost</u>
Hanger Fuel Pump					
AC	25093924	_____	_____	_____	x 7=_____
Injector					
Ford	F87Z9F593DA	_____	_____	_____	x 6=_____
Screen					
GM	25055455	_____	_____	_____	x 5=_____
Valve					
Ford	F67Z9F715BA	_____	_____	_____	x 6=_____
Air Conditioning Compressor					
Ford	F7LZ19V703BARM	_____	_____	_____	x 6=_____
Heater Core					
Ford	E9AZ18476A	_____	_____	_____	x 4=_____
Valve					
Freightliner	A2245432001	_____	_____	_____	x 6=_____
Hydraulic Cover (price per foot)					
Parker	PSB22	_____	_____	_____	x10=_____
				SUBTOTAL	\$_____

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SECTION A2, PRICING BY OFM #

ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

Descr.					Jobber +/- %	Net
Manufacturer	OFM #	Brand	Part No.	Price	Change	Cost
Hydraulic Fitting						
Aeroquip	FJ91226060S	_____	_____	_____	_____	x10=_____
Hydraulic Hose (price per foot)						
Aeroquip	FC30008	_____	_____	_____	_____	x 25=_____
Hydraulic Hose (price per foot)						
Aeroquip	FC30012	_____	_____	_____	_____	x 30=_____
Mass Air Flow Sensor						
GM	25180303	_____	_____	_____	_____	x15=_____
Mass Air Flow Sensor						
Ford	F67F12B579EA	_____	_____	_____	_____	x13=_____
Air Charge Sensor						
Ford	F5AZ12A648A	_____	_____	_____	_____	x 8=_____
Oxygen Sensor						
Ford	F6CZ9G444BA	_____	_____	_____	_____	x12=_____
Spark Plug						
Champion	404	_____	_____	_____	_____	x 400=_____
Spark Plug						
Champion	7940	_____	_____	_____	_____	x100=_____
Transmitter						
International	1825899C92	_____	_____	_____	_____	x 6=_____
Wire Set, Secondary Ignition						
Ford	F6PZ12259A	_____	_____	_____	_____	x18=_____
					SUBTOTAL	\$_____

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ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Jobber +/- % Change</u>	<u>Cost</u>	<u>Net</u>
Coil Motorcraft		DG508	_____	_____	_____	_____	_____	x12=_____
Bulb GE		4416	_____	_____	_____	_____	_____	x6=_____
Bulb Kwick Raze		KRM89073	_____	_____	_____	_____	_____	x28=_____
Controller Federal Signal		SMC5	_____	_____	_____	_____	_____	x10=_____
Bulb Federal Signal		Z8573007A	_____	_____	_____	_____	_____	x25=_____
Lens Public Safety		S50407M	_____	_____	_____	_____	_____	x15=_____
Light Assembly Public Safety		85BZRH	_____	_____	_____	_____	_____	x8=_____
Bulb Public Safety		T03715	_____	_____	_____	_____	_____	x12=_____
Reflector Grote		40052	_____	_____	_____	_____	_____	x9=_____
Spot Lamp Unity		325GM	_____	_____	_____	_____	_____	x6=_____

SUBTOTAL \$ _____

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ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Jobber +/- % Change</u>	<u>Net Cost</u>
Spot Lamp Unity		325P	_____	_____	_____	_____	x6=_____
Flasher Trucklite		552	_____	_____	_____	_____	x20=_____
Bulb Trucklite		8850	_____	_____	_____	_____	x26=_____
Bulb Trucklite	60-27123		_____	_____	_____	_____	x21=_____
Bulb Trucklite	60-50121		_____	_____	_____	_____	x18=_____
HD Flasher Velvac	91215		_____	_____	_____	_____	x25=_____
Warming Light ECCO	6750A		_____	_____	_____	_____	x8=_____
Warming Alarm ECCO	SA950		_____	_____	_____	_____	x23=_____
Bulb Weldon	9018003400		_____	_____	_____	_____	x34=_____
Mud Flap Dayco	20024		_____	_____	_____	_____	x20=_____

SUBTOTAL \$ _____

SECTION A2, PRICING BY OFM #

ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

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<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Jobber +/- %</u>	<u>Price</u>	<u>Change</u>	<u>Net Cost</u>
Mud Flap	Dayco	20030	_____	_____	_____	_____	_____	x54=_____
Mud Flap	Dayco	20036	_____	_____	_____	_____	_____	x38=_____
Power Steering Pump	A-1	20-313	_____	_____	_____	_____	_____	x1=_____
Power Steering Hose	GM	26064185	_____	_____	_____	_____	_____	x10=_____
Power Steering Hose	Ford	F8AZ3A719AB	_____	_____	_____	_____	_____	x10=_____
Power Steering Pump	Motorcraft	STG35RM	_____	_____	_____	_____	_____	x10=_____
Shock	Euclid	85006	_____	_____	_____	_____	_____	x10=_____
Tie Rod End	Moog	ES423L	_____	_____	_____	_____	_____	x6=_____
Tie Rod End	Moog	ES431L	_____	_____	_____	_____	_____	x10=_____
Air Bag	Goodyear	1R12303	_____	_____	_____	_____	_____	x8=_____
Ball Joint	Ford	F7AZ3049AA	_____	_____	_____	_____	_____	x15=_____

SUBTOTAL \$ _____

SECTION A2, PRICING BY OFM #

ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

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Descr.	Manufacturer	OFM #	Brand	Part No.	Price	Jobber +/- % Change	Cost	Net
CV Shaft A-1		60-1250	_____	_____	_____	_____	_____	x12=_____
CV Shaft A-1		60-2112	_____	_____	_____	_____	_____	x15=_____
CV Shaft A-1		60-2137	_____	_____	_____	_____	_____	x8=_____
CV Shaft A-1		60-2141	_____	_____	_____	_____	_____	x11=_____
Spring Dayton		334-852A	_____	_____	_____	_____	_____	x1=_____
Height Valve Neway		90554241	_____	_____	_____	_____	_____	x8=_____
Shock Freightliner		1012704000	_____	_____	_____	_____	_____	x10=_____
Spring Nut Dayton		DN78	_____	_____	_____	_____	_____	x20=_____
Washer Pump Anco		67-08	_____	_____	_____	_____	_____	x5=_____

SUBTOTAL \$_____

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ORIGINAL EQUIPMENT PART NUMBERS USED WHERE POSSIBLE

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<u>Descr.</u>	<u>Manufacturer</u>	<u>OFM #</u>	<u>Brand</u>	<u>Part No.</u>	<u>Price</u>	<u>Jobber +/- %</u>	<u>Change</u>	<u>Cost</u>	<u>Net</u>
Wiper Blade Anco		31-16	_____	_____	_____	_____	_____	_____	x100=_____
Wiper Blade Anco		31-18	_____	_____	_____	_____	_____	_____	x100=_____
Wiper Blade Anco		31-22	_____	_____	_____	_____	_____	_____	x50=_____
Wiper Motor Ford		F8RZ17508AA	_____	_____	_____	_____	_____	_____	x4=_____

SUBTOTAL \$ _____

GRAND TOTAL \$ _____

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Section A3.

The City has many various vehicles and pieces of equipment. In the event during this contract the City needs an item(s) that is not specifically included as any item in this bid the vendor shall provide that part, stating their mark up to cost meeting requirements set forth in para. # 2.12 and # 3.2.6.

Under \$500.00 acquisition cost to vendor

Cost + _____%

Over \$501.00 acquisition cost to vendor

Cost + _____%

FREIGHT/SHIPPING

Cost to vendor

Cost NO MARK UP%

Section A 4.

The City of Philadelphia, Office of Fleet Management may at its discretion initiate purchase by (a) skid of aftermarket parts. The parts considered for this type of purchases shall include but not be limited to disc brake pads, brake rotors, wipers, oil, fuel or air filters.

Orders shall be placed for product by skid. Prior to order City shall contact awarded vendor for quantity of product on a skid. Drop ship delivery to facility location which place order. Only product included with bid submission shall be considered for skid orders.

Bidder shall state additional discount to be provided for orders placed for a skid of product, drop ship delivery. City required to meet manufactures minimum freight requirement so that no freight charges are incurred by the City for this type purchase.

Additional discount for skid purchase

- _____%

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EXHIBIT I

ACCEPTABLE BRANDS LIST

The brands listed are the only acceptable brands for this bid. The City reserves the right to add brands as they become approved. Bidders and/or awarded vendors must contact the Office of Fleet Management to have a brand evaluated for addition to this list.

AC DELCO	ACCURATE	AGS	ACCURIDE
ALEMITE	ATP	AER	AMERICAN
AIRTEX	ANCO	ARA	AIR GAS
AUTOLITE	ANCHORLOC	ADP	AEROQUIP
ARROW SAFETY	AMS (Rhino Pac)		
BENDIX	BENDIX-WESTINGHOUSE		BOSCH
BCA	BWD	BUSS	BENDIX CVS
BUDD	BEPCO	BECK ARNLEY	BAB
BUYERS			
CARTER	CORNET	C/R INDUSTRIES	CLOYES
CARDONE	COLE-HERSEE	CLEAR PLUS	CIPA
CENTRIC	CODE 3	CHAMP SERVICE	
CHAMPION (PLUGS ONLY)			
DACCO	DAYCO	DORMAN	DEKA
DAYTON	DONALDSON	DYNEX	DENSO
DEWEEZE	DELPHI	DELCO - REMY	
EDELMAN	EATON	EUCLID	ECCO
EXCEL	EMI	EAST PENN	EXIDE
EASTERN			
FEDERAL MOGUL	FEL PRO	FRAM	FELSTED
FARR	FLEETGUARD	FLEETRITE	FINE LINE
FEDERAL SIGNAL	FOUR SEASONS	F P DIESEL	FJC
GABRIEL	GATES	GE	GOODYEAR
GOLD SEAL	GROTE	GUNITE	

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		FIRM NAME (Must be filled in)	

EXHIBIT I- Continued

ACCEPTABLE BRANDS LIST

HASTINGS	HAYDEN	HOLLEY	HENDRICKSON
HAVIS	HOOF	HENDERSON	HALDEX HYGRADE
HDE	HDP	HENRY STEWART	HOPKINS
IDEAL	INTEC	INTERDYNAMICS	
JEBB	JASPER	JAMES KING	
KD LAMP	KELSEY	KONI	KYB
KIM/HOTSTART	KYSOR	KD	
LEECE NEVILLE		LESTECK	LINCOLN LITTELFUSE
LUCAS/GERLING LIPE		LUBERFINER	
MILTON	MORSE (CABLE)	MONROE	MOOG MERITOR
MELLING	MOTORCRAFT	MAXI BRAKE	MCCORD MOTORMITE
MOTOR PARTS of AMERICA (MPA)		MOORE'S CYLINDER HEADS	
NATIONAL	NEWAY	NKG	
OMEGA	ONAN	OPTIMA	ODESSEY
PROSELECT	PARKER HANEFIN	PERMATEX	PUROLATOR
PRECISION	PM	PRESTOLITE	
PRESTOLITE	PERFORMANCE-FRICTION	PUBLIC SAFETY	
PIONEER	PLOW PARTS	PRIME LINE	
QUALITY			
RAYBESTOS	ROCKFORD	ROCKWELL	ROSS
REYCO	ROOSA	RACINE	RED DOT
RIDEWELL	REMY	RETRAC	RESOURCE

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57390	PAGE OF 91 98
		FIRM NAME (Must be filled in)	

EXHIBIT I - Continued

ACCEPTABLE BRANDS LIST

SEALED POWER	SLOAN	SIRENO	SPICER
STANDARD	STARCO	STANT	SAFETY-KLEEN
SYLVANIA	STEWART WARNER	SILLA	SHEPPARD
SAGNAW	STEMCO	SEALCO	SHUTTERSTAT
SUNDSTRAND	SKINNER	SWEGLOC	SKF
SUPREME	SAFETY VISION	SAFEWARE	SPECTRA
SCHRADER			
TIMKEN	TARGETECH	TRICO	TRW
TRIPPE	TRUCKLITE	TROSTEL	TOUCH COMMAND
TYRONE	TRAMEC	TRUCKAIR	TRU-FLATE
TRISEAL	TRIDON	TRACERLINE	
UNITY	UNITED	UCF AMERICA	UREMCO
VELVAC	VICTOR	VICKERS	VELVETOUCH
VAVOLINE	VISTEON	VTP TRANS PARTS	
WAGNER	WALKER	WEATHERHEAD	WESTINGHOUSE
WHELEN	WIX	WEBB	WESTCOAST
WELLS	WELDON	WESTGATE	WILMAR
YORK			
ZENITH	ZEDF	ZERO START	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57390	PAGE OF 92 98
		FIRM NAME (Must be filled in)	

EXHIBIT II

**THE CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Manufacturer's Certificate**

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached schedule (See EXHIBIT III). That our main corporate address is:

FURTHERMORE:

That we authorize _____
Name and Address of Firm

as a direct warehouse distributor to furnish our products to the City of Philadelphia provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the City of Philadelphia.

Date: _____

Manufacturer

Signature

Title

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57390	PAGE OF 93 98
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EXHIBIT III

**THE CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT**

Manufacturer's Certificate

THIS IS TO CERTIFY:

That the following competitive part numbers have been correctly interchanged to our brand. We understand that these parts are to be used to service the City of Philadelphia's Fleet. The part numbers that are specified in our brand are the highest grade quality that we offer. They do meet severe duty needs of a fleet and also meet or exceed OEM specifications. All of the boxes will identify our brand and country of origin of the product. The items quoted contain no asbestos.

Listed in the Bid:		Correct interchange to our Brand and part number:	
Manuf.	Part #	Brand	Part #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Date: _____

Manufacturer

Signature

Title

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57390	PAGE OF 97 98
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EXHIBIT IV - Continued:

HEAVY DUTY PARTS VEHICLE INFORMATION SHEET

CITY VEHICLE ID:

MAKE: MODEL: YEAR: ENGINE: PROD DATE: GVW:
FVW: WHEELBASE: VIN

**Drag Link
Drain Cock
Drum Bolts
Drum Rear Brake
Fan Clutch
Filter Primary Fuel
Filter Secondary Fuel
Filter Oil 1
Filter Oil 2
Hanger Bearing Center**

**Thermostat
Tie Rod End LS Outer
Tie Rod End LS Inner
Tie Rod End RS Inner
Tie Rod End RS Outer
Transmission
U Joint Inner Axle
U Joint Trans Output**

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

TYPE OF TRANSPORT: _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57390	PAGE OF 98 98
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EXHIBIT V

REPAIR FACILITY LOCATIONS

WITH COMPUTER EQUIPMENT REQUIREMENTS

SHOP NUMBER	ADDRESS	OPERATING HOUR REQUIREMENTS		
001	100 South Broad St..	7 AM-4PM	MON-FRI	NOTE 1
134	FRONT & HUNTING PARK	12 AM-11 PM	MON-SAT	NOTE 2
159	4040 WHITAKER AVENUE	6 AM-10 PM	MON-FRI	NOTE 2
175	STATE RD. & ASHBURNER	6 AM-10 PM	MON-FRI	NOTE 2
209	NE AIRPORT, GRANT	7 AM-3 PM	MON-FRI	
225	DOMINO & UMBRIA	6 AM-5 PM	MON-FRI	NOTE 2
233	3275 FOX STREET	7 AM-11 PM	MON-FRI	NOTE 2
241	2601 GLENWOOD AVENUE	6 AM-4 PM	MON-FRI	
258	26 TH AND MASTER	7 AM-4 PM	MON-FRI	NOTE 2
282	CARBARN FAIRMOUNT PARK	7 AM-3 PM	MON-FRI	
290	51ST & GRAYS FERRY	6 AM-3 PM	MON-FRI	NOTE 2
308	8200 ENTERPRISE AVENUE	6 AM-2 PM	MON-FRI	
316	INTERNATIONAL AIRPORT	7 AM-11 PM	MON-FRI	
332	DELAWARE & WHEATSHEAF	6 AM-10 PM	MON-FRI	NOTE 2
357	3033 SOUTH 63 RD STREET	6 AM-10 PM	MON-FRI	NOTE 2
415	3900 RICHMOND STREET	7 AM-3 PM	MON-FRI	NOTE 2
423	1117 REED STREET	7 AM-3 PM	MON-FRI	

NOTE 1: OFM (presently 100 South Broad Street) requires **3** TERMINAL EMULATOR's and connections. The remaining locations shall work via the City Internet WEB connection for ordering capabilities.

NOTE 2: These shops are open 6 AM-2 PM on most Saturdays.

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

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

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

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

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

VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM WWW.PHILA.GOV/BIDS.

BIDDERS GUIDELINES*

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

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

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

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



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

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

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

Failure to send either of the above items, will void your request.

Mail Request To:

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

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2011 – June 30, 2012

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$30,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$30,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2011 to June 30, 2012**, complete the enclosed application and return it with a check for **\$120.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2011–2012** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/11 to 6/30/12
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

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

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

EVALUATION AND AWARD

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

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

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

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

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

responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$30,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$30,000. If the amount of the contract to be awarded is greater than \$30,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original

policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

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

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the

Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

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

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

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

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

22. TAX INDEBTEDNESS. The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

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

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor"

shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

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

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

- a. Business Privilege Tax
- b. Net Profits Tax
- c. City Wage Tax

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

any applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 29 herein.

25. NONDISCRIMINATION.

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

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

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

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

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

The Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS**

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

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$30,000, 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)