BID OPENING DATE AND TIME

On: January 22, 2009 AT: 10:30 A.M.

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S9Z55370	1 OF 33		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

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

DEPARTMENT: VARIOUS
DIVISION: VARIOUS
AWARDED
DATE
FOR THE PROCUREMENT COMMISSIONER

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
MUNICIPAL SERVICES BLDG.
1401 JFK BLVD, ROOM 170A
PHILADELPHIA, PA 19102-1685

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER A. CAMPFIELD
J. MANTON

TITLE OF BID: RECAPPING TIRE SERVICE

GENERAL INFORMATION

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order 02-05.

While there are no Participation Ranges projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses on an equitable basis with other firms.

For informational purposes only, please describe any such commitments on a separate sheet and identify the subcontractor's name, MBEC Certification Number, and dollar amount/ percentage of work.

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

BIDDERS MUST SIGN PAGE 8 OF THE "TERMS AND CONDITIONS".

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	☐ YES	☐ NO	AMOUNT	CHECK NUMBER

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)
Please list any MBEC Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises[1]

Bid Number		**Name of Bidder**			
Primary Bidder	**MBE ❑**	**WBE ❑**	**DSBE ❑**	**N/A ❑**	**SBA ❑**
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DSBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DS-DBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DSBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				

REVISED 4-2007

1 MBE/WBE/DSBES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Recapping Tire Service**

1.2 **SCHEDULE NO: 33-01**

1.3 **CONTRACT TERM**: **04/01/2009** to **03/31/2010** ("Initial Term"), with an option to renew for up to **Three (3)** additional **One (1)** year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or 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.

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 of Tire Retreading Service and purchase of tire casing and retread-outright only.

1.6 **STATEMENT OF DIRECTION:**
The successful bidder(s) must provide casing, pre-cure, mold-cure retreading and repair only. <u>No new tires and/or tubes are to be purchased.</u>

1.7 **BID SECURITY**
For the purposes of this bid, Paragraph 2 of the "Terms and Conditions of Bidding and Contract" is deleted. The bid must be accompanied by a refundable Certified Check, Bank Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order (hereinafter referred to as "Check") in the amount of **$2,000.00**.

1.8 **BID INFORMATION**:

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

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

1.8.3 Estimated Expenditures for Contract Period $190,000.00.

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:**
For purposes of this bid ONLY, bidder MUST submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of **$30.00** to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "Minority Business Enterprise Council 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".

OR

If no M-BE, W-BE or DS-BE ranges are established for this Invitation and Bid, bidders are requested to complete the "Voluntary Participation and Commitment Form (Bid)" located after page 1 of the bid.

Completion of this form will not, in any way, impact the City's determination concerning bidder's responsiveness to the requirements of the bid and the award process. The information provided in the "Voluntary Participation and Commitment Form (Bid)" will be for the City's information.

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.

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.

1.9.10 **Emergency Contact Person:**

Bidders shall submit the name of someone who may be contacted in an emergency after normal working hours and holidays.

NAME: _____ PHONE NUMBER: _____

1.9.11 **Single Account Manager:**

NAME: _____ PHONE NUMBER: _____

1.9.12 Bidder agrees that any price list or other literature to be submitted with the bid is for verification of price, product or specifications only. Any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid. **Bidder shall submit sample price list information with the bid or within 48 hours or request by the Procurement Buyer.**

1.9.13 **CONTACT PERSON(S):**

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

State Company Web Site Address:_____

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

1.9.14 Any other product information submitted by bidder in connection with this bid 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 bid.

1.9.15 **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 list price of all those items appearing on the bid in the sections upon which bidder places a bid. These representative sections may be in a hard copy or in electronic form (i.e., CD ROM, disk, etc.). At time of award, vendor must submit the manufacturers list price book in Adobe Acrobat PDF file or CD ROM to the buyer. Vendor must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendars days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.**

1.10 **BIDDER QUALIFICATION:**

Upon request of the City of Philadelphia, successful bidder(s) must be prepared to demonstrate competency in the repair for which a bid is submitted, as well as ability to handle service to be awarded.

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

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

To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Invitation and Bid and demonstrate the bidders ability to perform on a contract of this size and scope.

1.10.1 **Medium/Heavy Truck Tires**

All bidders must be a bona fide manufacturer of, or authorized dealer in, the Bandag, Goodyear, or Michelin retreading process. **No subletting or outside purchasing of retreads to fulfill this contract will be acceptable. NO GENERIC, ASSOCIATE, OR SECOND LINE RUBBER WILL BE ACCEPTED.** To prove that a dealer is an authorized agent, he/she must get a signed letter from the manufacturer stating that the dealer is an authorized agent and it shall be submitted with the bid. The letter must be on the manufacturer's letterhead.

1.10.2 **Earthmover**

These tires should be processed with the same rubber as original manufacturer of tire provided by OFM for service. The recapping process should be either mold cut, computer cut or mold cure. Manufacturing process must be stated in Pricing Section 5.5.

Note: Because of the specialty in the earthmover retread process, outside manufacturers may be used for retread only. Bidder's personnel must be qualified and capable of both repairing and servicing off-the road tires.

1.10.3 Vendors must verify that they are fully qualified to service what they sell. This includes all light truck, medium truck, and off the road tire sizes. Vendor must be qualified to provide both truck and of the road related services. Define specific requirements tailored to the work, to include job descriptions, if required.

1.10.3.1 **SAFETY**

The successful bidder shall in the performance of his work follow all standard safety practices of the trades. He shall at all time comply with requirements of the Occupational Safety and Health Act 1970(OSHA).

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

SECTION 1:

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

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

SECTION 2:

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

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

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

SECTION 2: SPECIFICATIONS

2.1 All retreads must be pre-cure or mold-cure.

2.1.1 **Identification**
Manufacturer's brand name MUST be molded into the tread rubber. Completed retread must be permanently marked near original DOT# with re-manufacturer's number and date.

2.1.2 **Certifications of Quality of Tires**
Michelin, Bridgestone, Goodyear and General/Continental casings will only be accepted when the City purchases retread with casings. The City also reserves the right to specify acceptable ply ratings or various sizes of casings. All casings must be devoid of repairs. The City reserves the right to accept or reject casings.

2.1.3 A scannable label/barcode with the City's part number should be affixed to every retreaded casing that is in inventory. A scanning label/barcode with a serial or part number specific to that individual item should be affixed to every retread casing that is in inventory.

NOTE: All tires processed must have re-manufacturer's label indicating number and type of repairs or reason for rejection on all tires that are (RAR).

2.2 Prior to any recapping/retreading, the successful bidder must perform non-destructive testing on all casings. This testing should include bead-to-bead sherography scan and inspection prior to buffing.

2.3 Repairs are to be completed prior to recapping/retreading.

2.3.1 Repairs to be included with the retread:

- Nail Holes
- Spots
- Reinforcements

2.3.2 The following section repairs shall be required to be performed for drive tires and trailer tires. These repairs can be additional repairs requested to be performed when a tire is sent for recap or as a “Repair only” request:

2.3.2.1 B - 120, B -140, B -142

Up to two (2) major section repairs are permitted. There can be no more than one major repair per quadrant in a tire.

2.3.3 Off The Road (OTR) section repairs shall also be required at the request of the OFM designee for larger tires.

2.4 Successful bidder to certify that all buffing equipment used at the plant is equipped with proximity sensors used to eliminate excess heat build-up in retread casings to ensure the lowest possible under tread. The under tread must be capable of accepting two or more retreads/recaps. The approximate under tread should be no less than 5/32. This will allow for cooler running temperatures and the ability to accept multiple retreads/recaps.

2.5 Extruders must be used to apply a uniform layer of cushion gum on the tire before tread is applied.

2.5.1 Retread is to be applied with a full splice match. **Multiple splicing will not be accepted.**

2.5.2 Retread cure temperature should be no less than 200 and no greater than 230 degrees F.

2.5.3 All full size tread caps must be equal to tire tread as manufactured. Thread depths should be no less than 22/32 for traction tires and 15/32 for conventional treads unless otherwise specified by OFM.

2.6 A worksheet/computer printout that provides a listing of City inventory at the dealer will be mandatory. Worksheet will include retreaded casings, scrap tires, and retreads in process. Upon every pick up, worksheet will be updated by successful bidder and authorized City personnel. A reconciliation meeting between the successful bidder and tire supervisor will take place in order to keep accurate inventory.

During monthly reconciliation, scrap tire analysis listing the following will be provided:

- Number of treads per casing, broken down by tire brands.
- Out of service conditions listed for all scrap tires
- Average age for each scrap tire brand

2.6.1 The City shall request the successful bidder install traction (mud & snow) or conventional (highway) type treads.

2.6.2 Adjustments for failed/rejected recaps shall be handled as follows:

Recaps that are returned for adjustment due to failures that are correctable such as bubbles, slow leaks, faulty or missed repairs etc. will be rerun by vendor at no additional cost to OFM.

If the City requests a credit in place of rerunning a failed recap the successful bidder will credit the cost of the recap and any repairs made in conjunction with the recapping. Good cases will be credited based on true market value, age and condition etc.

If adjusted cases are found to be faulty/no good the successful bidder will credit the City for the cost of the recap and any repairs made in conjunction with the recapping.

All failed or bad (RAR) casings shall be returned to OFM.

2.7 CAP & CASING OUTRIGHT PURCHASE

2.7.1 Retread price discount shall remain constant.

2.7.2 Casing price must meet current market value.

2.7.3 Casing price and quality can be rejected by using agency.

2.7.4 All casings should be major brands as listed in Section 2.1.2.

2.8 **TIRE SIZES**

2.8.1 Tires, Truck, Retread, Highway Tread (Conventional Tread) 15/32 or higher tread depth.

11R24.5	21575R17.5	25570R22.5
12R22.5	24570R19.5	31580R22.5
11R22.5	9R225	38565R22.5
12R24.5	10R225	42565R22.5
		44565R22.5

2.8.2 Tires, Truck, Retread, Mud & Snow (Traction Tread) 22/32 or higher tread depth.

21575R17.5	385/65R225
22570R19.5	425/65R225
24570R19.5	11R24.5
23580R22.5	12R24.5
24575R22.5	9R22.5
29575R22.5	10R22.5
27580R22.5	44565R225
11R22.5	31580R22.5
12R22.5	

2.8.3 Earth Mover, Retread. Equal to new manufacturer tread depth. **Bidder must have proper equipment (boom truck) and be fully insured to install loader and earthmover tires.**

23.5 x 25	17.5 x 25	20.5 x 25	26.5 x 25

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

(i) improper bid security
(ii) improper bid execution
(iii) incompleteness
(iv) offering counter terms and conditions
(v) improper or incomplete execution of MBEC 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 Bid will be awarded as a whole.

3.2.2 Basis of award
The prices used for calculation of the Basis of Award must be the same prices quoted in Section 5 "Pricing". In the event of a conflict between the prices used for the Basis of Award and the prices quoted in the Pricing Section, the prices quoted in Section 5, "Pricing" will prevail and will be used for calculations.

Discounts - Pre-cured or Mold-cured retreads:

26005 003
3.2.2.1 Heavy Duty Truck Tires
Highway Tread (Conventional Tread) 15/32 or higher tread depth.
Item 5.1.1, $25,000.00 less discount

26005 008
3.2.2.2 Truck Tires, Mud & Snow,
Traction Tread 22/32 or higher
Item 5.1.2, $25,000.00 less discount

26005 013
3.2.2.3 OTR/Earthmower, ALL SIZES AS INDICATED.
Item 5.1.3, $50,000.00 less discount

26005 003 506
3.2.2.4 Section Repairs for Heavy Truck Tires - ALL SIZES

B - 120	Item #5.2.1.1.1	x 50
B - 140	Item #5.2.1.1.2	x 50
B - 142	Item #5.2.1.1.3	x 15

3.2.2.5 26005 003 507
Over the Road Section
At the request of Fleet Management
Item #5.2.2, $2,000.00 less discount

3.2.2.6 31827 044
Purchase of Retread Tires
Item #5.3, $60,000.00 less discount

3.2.3 **Evaluation and Award:**

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.

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

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

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

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

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

3.2.6 **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

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.

3.2.7 **Upon request of the buyer, apparent low bidder must submit the manufacturers' list price book in Adobe Acrobat PDF file or CD ROM to the buyer 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.**

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

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

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

- **If sending amendment, updates, etc in Adobe Acrobat PDF file, email to:** PRICEDESK@PHILA.GOV
- **If sending a CD ROM, mail 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.

Additional Addresses for Manufacturer's List Prices:
(to be in the either Adobe Acrobat PDF file or CD ROM)

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
Shop 241
2601 Glenwood Avenue
Philadelphia, Pa 19121
Attn: John DeLeo, Fleet Maintenance Supervisor
Email: John.Deleo@phila.gov

Office of Fleet Management
Administration
100 South Broad Street, 3rd Fl
Philadelphia, Pa 19102
Attn: Teri Antonelli, Administrative Officer
Email: teri.antonelli@phila.gov

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. Fleet will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

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

4.1.3 The Office of Fleet management is responsible for monitoring the services provided as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

4.1.4 The Office of Fleet Management shall be responsible for numbering the tires listed on each pickup slip; in addition to inspecting the tires with vendor representative at the time of pickup.

4.1.5 **ADD-ONS:**

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

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

4.1.5.2 **Retread Tire Purchase Only:** The City reserves the right to add, delete or change locations; or to acquire other types of Tire Recapping/Retreading Services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

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

4.1.6 Invoices submitted for payment upon the City's acceptance of the service will be processed by Finance twice monthly for each purchase order.

4.2 **VENDOR RESPONSIBILITY:**

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

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

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

4.2.4 **Liquidated Damages**
Liquidated damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.

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

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

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

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

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

Product bid contains recycled content? YES ☐ NO ☐

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

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

Is your product shipped in returnable Containers? YES ☐ NO ☐

4.2.9 **Approval of Work:**
All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return is to be at the sole expense of the Contractor.

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

4.2.11 **INSPECTION OF WORK**

Each tire that is picked up by the vendor shall be pre-inspected at the City tire facility by the successful bidder and the Office of Fleet Management Tire Shop Supervisor. Tires that cannot be repaired or recapped shall be marked "REJECTED" and returned to the Tire Shop Supervisor for inspection.

Rejections should be kept to a minimum. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship will not be paid for by the City and must be assumed by the successful bidder(s).

4.2.12 **DELIVERY:**

4.2.12.1 There shall be a one week turnaround time on regular lot repairs and a two week turnaround time on odd lots (stray sizes).

4.2.12.2 Retreads including nail hole and spot repairs shall have a turnaround time of seven (7) business days.

4.2.12.3 Retreads including section repairs shall have a turnaround time of ten (10) business days.

4.2.12.4 Section repairs shall have a turnaround time seven (7) business days.

4.2.13 **Invoices/Receipts**

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

4.2.13.1 Vendor shall invoice upon completion of service and authorization of OFM Fleet Maintenance Supervisor.

Invoices should be sent to the following address:

Office of Fleet Management
Accounts Payable Unit
100 South Broad Street, 3rd FL
Philadelphia, Pa 19102
Attn: Wanda Shepard, Accts. Payable Supervisor

4.2.13.2 All invoices/receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel.

4.2.13.3 Invoices must be accompanied by a published price list or a portion thereof indicating current prices charged in the open market.

4.2.13.4 Invoices should be sent in triplicate to each ordering department.

4.2.13.4.1 One (1) original, clearly marked "ORIGINAL," and two (2) copies clearly marked "COPY," of fully itemized invoices.

4.2.13.5 After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.

4.2.13.6 The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.

4.2.13.7 The invoice must show the quantity and type of item or service and the price.

4.2.13.8 The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

4.2.14 **Payments**

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 invoices contain the information outlined in Paragraph 4.2.13 above.

4.2.14.1 Paying the successful vendor is the responsibility of the receiving City Department(s), not the Procurement Department. The successful vendor 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.

4.2.14.2 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."

4.2.15 **Single Account Manager**

The vendor shall designate a single account manager for use by City personnel. The single account manager shall be responsible for all activities concerned with this contract, including but not limited to deliveries, orders, problems, turnaround time, etc.

The new price will be determined by adding or deducting from the quoted price an amount which is in the same proportion to general or published price in effect on the date of bid opening.

Vendor must give 90 days notice of price increase, in writing, to the City.

4.3 **PRICE INCREASE OR DECREASE:**

Prices herein are subject to increase or decrease in the event of any price changes in the general or published price established by the Manufacturer. Notice of all such changes shall be given in writing to the Procurement Department, Department of Finance and the Controller. This notice must be accompanied by the notice from the Manufacturer to the vendor showing the price changes. City reserves the right to review the propriety of the price rise and cancel the contract at its discretion.

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

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

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

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

5.1 Tire Discount using City supplied casings (for price comparison only - bidder must provide copy of base price list). Casing repairs additional and allowed.

5.1.1 Tires, Truck, Highway/Trailer, Conventional Tread 15/32 or higher tread depth.

	Tire Size	Tread Width	Unit of Measure	List Price	Net Price	Est Qty
	26005 003 000					
5.1.1.1	21575R17.5	6.0	EA	$_____	$_____	1
	26005 003 001					
5.1.1.2	24570R19.5	8.0	EA	$_____	$_____	1
	26005 003 002					
5.1.1.3	25570R22.5	7.0	EA	$_____	$_____	1
	26005 003 003					
5.1.1.4	11R22.5	8.5	EA	$_____	$_____	1
	26005 003 004					
5.1.1.5	12R22.5	9.0	EA	$_____	$_____	1
	26005 003 005					
5.1.1.6	11R24.5	8.5	EA	$_____	$_____	1
	26005 003 006					
5.1.1.7	12R24.5	9.0	EA	$_____	$_____	1

	Tire Size	Tread Width	Unit of Measure	List Price	Net Price	Est Qty
	26005 003 007					
5.1.1.8	31580R22.5	9.5	EA	$_____	$_____	1
	26005 003 008					
5.1.1.9	38565R22.5	15.0	EA	$_____	$_____	1
	26005 003 009					
5.1.1.10	42565R22.5	16.5	EA	$_____	$_____	1
	26005 003 010					
5.1.1.11	9R22.5	6.0	EA	$_____	$_____	1
	26005 003 011					
5.1.1.12	10R22.5	7.0	EA	$_____	$_____	1
	26005 003 012					
5.1.1.13	44565R22.5	18.0	EA	$_____	$_____	1

5.1.1.14 **26005 003**
Discount _____%
Indicate Manufacturer price list: _____
Estimated Expenditures: $25,000.00 less discount

5.1.2 Tires, Truck, Mud & Snow, Traction Tread Recap; 22/32 or higher tread depth.

	26005 008 000					
5.1.2.1	21575R17.5	6.0	EA	$_____	$_____	1
	26005 008 001					
5.1.2.2	25570R22.5	8.0	EA	$_____	$_____	1

	Tire Size	Tread Width	Unit of Measure	List Price	Net Price	Est Qty
	26005 008 002					
5.1.2.3	24570R19.5	8.0	EA	$_____	$_____	1
	26005 008 003					
5.1.2.4	23580R22.5	7.0	EA	$_____	$_____	1
	26005 008 004					
5.1.2.5	24575R22.5	7.0	EA	$_____	$_____	1
	26005 008 005					
5.1.2.6	29575R22.5	8.5	EA	$_____	$_____	1
	26005 008 006					
5.1.2.7	27580R22.5	8.5	EA	$_____	$_____	1
	26005 008 007					
5.1.2.8	11R22.5	8.5	EA	$_____	$_____	1
	26005 008 008					
5.1.2.9	12R22.5	9.0	EA	$_____	$_____	1
	26005 008 009					
5.1.2.10	31580R22.5	9.5	EA	$_____	$_____	1
	26005 008 010					
5.1.2.11	385/65R22.5	15.0	EA	$_____	$_____	1
	26005 008 011					
5.1.2.12	425/65R22.5	16.5	EA	$_____	$_____	1
	26005 008 012					
5.1.2.13	11R24.5	8.5	EA	$_____	$_____	1
	26005 008 013					
5.1.2.14	12R24.5	9.0	EA	$_____	$_____	1

	Tire Size	Tread Width	Unit of Measure	List Price	Net Price	Est Qty
	26005 008 014					
5.1.2.15	9R22.5	6.0	EA	$_____	$_____	1
	26005 008 015					
5.1.2.16	10R22.5	7.0	EA	$_____	$_____	1
	26005 008 016					
5.1.2.17	44565R22.5	18.0	EA	$_____	$_____	1
	26005 008					
5.1.2.18	Discount _____%					
	Indicate Manufacturer's price list: _____					
	Estimated Expenditures: $25,000.00 less discount					

5.1.3 Earthmover, recap. All Sizes. Tread width same as original manufacturer.

		Unit of Measure	Unit Price	Net Price	Est. Qty
5.1.3.1	**26005 013 001** 17.5 x 25	EA	$_____	$_____	1
5.1.3.2	**26005 013 005** 20.5 x 25	EA	$_____	$_____	1
5.1.3.3	**26005 013 006** 23.5 x 25	EA	$_____	$_____	1
5.1.3.4	**26005 013 007** 26.5 x 25	EA	$_____	$_____	1
5.1.3.5	**26005 013** Discount _____% Indicate Manufacturer's Price List: _____ Estimated Expenditures: $50,000.00 less discount				

5.2 **Tire Services – SECTION REPAIR**

5.2.1 Heavy Truck Tires - ALL SIZES
26005 003 506

5.2.1.1.1 Size B-120
Truck EA $_____

5.2.1.1.2 Size B-140
Truck EA $_____

5.2.1.1.3 Size B-142
Truck EA $_____

26005 003 507
5.2.2 OTR Section
Repair at request of Fleet Management
Discount from list: _____%
Estimated expenditures $2,000.00 less discount

32817 044
5.3 Purchase of retread tires outright::
Outright purchases must meet specifications outlined in para. 2.1.2 above.

Bidder shall state discount from manufacturer's current published medium truck list price on cap only _____%

Per Section 21.2, please state the brand of casing(s) that will be supplied:
_____

CASINGS ARE TO BE SUPPLIED AT MARKET VALUE

Estimated Expenditures: $ 60,000.00

DISCOUNT MUST remain firm for the life of this contract, although list may be updated in the event of price changes in the published price lists established by the Manufacturer. The manufacturer's list price shall be the current published price list at the time of the bid opening. Discount will remain firm for the entire period of the contract to include any subsequent renewal and/or extension period(s).

5.4 **Bidder shall state manufacturing process for Heavy Track Tires:**

_____

5.5 **Bidder shall state manufacturing process for OFF-THE-ROAD/EARTH MOVER TIRES:**

_____

_____

Bidder shall state manufacturer of off the Road/Earth Mover Tires Recap or Retreading Process.

_____

Bidder must have proper equipment (boom truck) and be fully insured to install loader and earthmover tires.

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.

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

City of Philadelphia
Accounting Verification
Room 1340 Municipal Services Building
1401 J.F.K. Blvd.
Philadelphia, PA 19102
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 stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Minority Business Council Participation is required be sure to fill out all appropriate forms. If you have questions call MBEC at (215) 686-6232.
- 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 this 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

Pease 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

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

Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
(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, 2008 – June 30, 2010

(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, 2008 to June 30, 2010**, complete the enclosed application and return it with a check for **$175.00.** 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**" **2008 – 2010** 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 $175.00 for 7/1/08 to 6/30/10

DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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

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

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)

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.

*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 nonresponsiveness 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 nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsivencss is not material to the Invitation and Bid or that a waiver of the nonresponsiveness 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 nonresponsiveness shall be final and any bid rejected as nonresponsive 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;

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

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

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 of or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor shall be liable for all costs, losses and other damages resulting from the termination)."

23. TAX REQUIREMENTS. Any person or entity 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

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.

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 at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. 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 Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.

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)**

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

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

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.