BID OPENING DATE AND TIME

On: April 30, 2008 **AT: 10:30 A.M.**

BID NO. S9Z55760	PAGE 1 OF 59	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW 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	DIVISION
Various	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 R. Saylor
J. Washington

TITLE OF BID **General Vehicle Repair Services**

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, Commerce Department Office of Economic Opportunity (OEO) 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 OEO 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 OEO prior to Bid Opening Date.

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: GENERAL AUTOMOTIVE REPAIR SERVICES**

1.2 **SCHEDULE NO: 31-05**

1.3 **CONTRACT TERM**: 06/01/2009 to 05/31/2010 ("Initial Term"), with an option to renew for up to two (2) additional one (1) year periods, plus nine (9) months ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section and failure to do so shall be an event of default pursuant to Section 16, 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 automotive services 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 services to be performed generally on an as-needed basis. Successful bidders are cautioned not to provide any services without first being advised to do so by the Office of Fleet Management.

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.

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 perform on such orders shall not take effect until the purchase order is issued. To simplify the contract procedure, however, the successful bidder 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 Services and Related Parts only.

1.6 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for Vehicle Repair Services for the City's automotive fleet as specified herein during the contract period.

1.7 **BID SECURITY**

1.7.1 Bid security shall be based upon **cumulative bid amount per sections as listed in paragraph 1.8.5.**

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

1.7.3 **Bids Opening July 1, 2008 through June 30, 2010**
Bidders may qualify for the Master Bid Security Program described above for **July 1, 2008 – June 30, 2010** by submitting a check in the amount of **$175.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable.*

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

1.8 **BID INFORMATION**:

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

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

1.8.3 **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 services exactly as defined in this bid. Changes can NOT be made after the bid opening.

1.8.4 **Estimated Expenditures Per Section**

SECTION A: Reconditioning Repair Service Radiator and New Core.....$75,000.00

SECTION B: Glass Installation.....$68,000.00

SECTION C: Suspension Systems-Reconditioning Repair Service.....$150,000.00

SECTION D: Chassis-Reconditioning Repair Service.....$30,000.01

SECTION E: Drive Shaft Assemblies, P.T.O. Shafts.....$30,000.01

SECTION F: P.T.O. Assemblies and Hydraulic Pumps.....$30,000.01

SECTION G: Electrical Components Rebuilding Aftermarket $30,000.01

SECTION H: Electrical Components - Aftermarket Rebuilding..... $30,000.01

SECTION I: Fabrication of Hydraulic Hoses.....$30,000.01

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 All bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.

1.9.3 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.

1.9.4 The bid document should be complete and include ALL information required as described in the various sections of the bid specifications.

1.9.5 All pricing must be completed on the forms provided; be complete; and be in ink or typed.

1.9.6 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in this bid.

1.9.7 **CATALOG(S) AND PRICE LIST(S)**

1.9.7.1 **Each bid shall submit one (1) complete catalog and representative section from the latest published manufacturer's parts price lost (s) in effect at the time of bid for each and every brand/manufacturer the bidder proposes to furnish. The representative sections must show the list price fo all those items appearing on the bid in the sections when quotations are submitted. These sections may be in a hard copy or electronic form (i.e., CD Rom, disk, etc.).**

1.9.7.1.1 **Upon notification of an award, the awarded vendor(s) must submit the manufacturer's 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. The list must be submitted within seven (7) days from the date of notification by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.**

1.9.8 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than $30,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract."

1.9.9 Bidder agrees that any price list or other literature to be submitted with the bid is for verification of price, product or specification 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.

1.9.10 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.

1.9.11 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.

1.9.12 **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_____

1.10 **BIDDER QUALIFICATION**:
Upon request of the City of Philadelphia, successful bidder(s) must be prepared to demonstrate competency in the repair of equipment for which a bid is submitted.

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

Bidders must meet the following minimum qualifications:

A. Experienced, professional service staff: All contractors' agents must be fully trained, factory authorized Technicians.

B. Possess all vehicles, tools, parts, equipment, instruments and supplies necessary to perform the services as specified in the bid document and Procurement specification.

C. Shall be fully insured and bondable for environmental or pollution liability .

Successful bidder(s) should have a service facility no more than fifty (50) miles from City Hall .

In the various sections listed below the bidders must supply a letter from the manufacturer for each brand quoted in Section 5 identifying the bidder as an authorized distributor for the stated brand.

1.10.1 **FOR SECTION A - RECONDITIONING & REPAIR RADIATORS:**

Bidder must be a manufacturer's authorized distributor for the brand(s) that they provide as part of this bid submission. Bidders must have a reasonable stock of parts prior to award and during the life of this contract to enable the vendor to repair and replace radiator cores, oil coolers etc. All work must be performed on bidder's premises, **no sub contracting**.

1.10.2 **FOR SECTION B - GLASS INSTALLATION:**

Only LOF,PPG and Carlite brands will be accepted.

Bidder must be a manufacturer's authorized distributor for the brand(s) that they provide as part of this bid submission.

Installation of any glass requested by the City shall meet or exceed the Automotive Glass Replacement Safety Standard ANSI/AGRSS 002-2002 and glass brands offered must meet ANSI Z26.I or latest revisions as required by the Federal Motor Vehicle Safety Standard 205.

Bidders must have a reasonable stock of parts prior to award and during the life of this contract to enable the vendor to repair and replace glass for a minimum of six (6) vehicles (vehicles to include sedans, light trucks and vans, medium and heavy-duty trucks plus various types of specialty equipment) each working day, either at City's Site (See Section 2, paragraph 2.3.1) or at vendor's location, whichever is indicated by the City at the time of service request.

1.10.3 **FOR SECTION C – SUSPENSION SYSTEMS AND RELATED COMPONENTS:**

Bidder must be a manufacturer's authorized distributor for the brand(s) that they provide as part of this bid submission. Bidders must have a reasonable stock of parts prior to award and during the life of this contract to enable the vendor to repair and replace springs, bushings and related suspension components. All work must be performed on bidders' premises, **no sub contracting**.
Only Triangle Spring Corporation, Dallas Spring Corporation and Dayton Parts, LLC are acceptable.

1.10.4 **FOR SECTION D – CHASSIS AND RELATED COMPONENTS:**

Bidder must be a manufacturer's authorized distributor for the brand(s) that they provide as part of this bid submission. Bidders must have a reasonable stock of parts prior to award and during the life of this contract to enable the vendor to repair and replace chassis components as described in Sections 2 and 5. All work must be performed on bidders' premises, **no sub contracting**.

1.10.5 **FOR SECTION E – DRIVELINE ASSEMBLIES AND PTO SHAFTS**

Bidder must be a manufacturer's authorized distributor for the brand(s) that they provide as part of this bid submission. Bidders must have a reasonable stock of parts prior to award and during the life of this contract to enable the vendor to repair, replace and or build new driveshaft and PTO shaft and yokes. All work must be performed on bidders' premises, **no sub contracting**.

1.10.6 **FOR SECTION F – PTO ASSEMBLIES, HYDRAULIC PUMPS AND CONTROLS:**

Bidder must be a manufacturer's authorized distributor for the brand(s) that they provide as part of this bid submission. Bidders must have a reasonable stock of parts prior to award and during the life of this contract to enable the vendor to repair, recondition hydraulic pumps, PTO assemblies and controls. All work must be performed on bidders' site premises, **no sub contracting**.

1.10.7 **FOR SECTION G – ELECTRICAL COMPONENTS AFTERMARKET REBUILDING**

Bidder must be a manufacturer's authorized distributor for the brand(s) that they provide as part of this bid submission. Bidders must have a reasonable stock of parts prior to award and during the life of this contract to enable the vendor to repair, recondition electrical components. All work must be performed on bidders' premises, **no sub contracting**.

1.10.8 **FOR SECTION H – ELECTRONIC COMPONENTS AFTERMARKET REBUILDING**

Bidder must be a manufacturer's authorized distributor for the brand(s) that they provide as part of this bid submission. Bidders must have a reasonable stock of parts prior to award and during the life of this contract to enable the vendor to repair, recondition FUMES and fuel system components. All work must be performed either at City's Site or at vendor's location, whichever is indicated by the City at the time of service request.

1.10.9 **FOR SECTION I – FABRICATION OF HYDRAULIC HOSES**

Bidder must be a manufacturer's authorized distributor for the brand(s) that they provide as part of this bid submission. Bidders must have a reasonable stock of parts prior to award and during the life of this contract to enable the vendor to make up hydraulic hoses. All work must be performed either at City's Site or at vendor's location, whichever is indicated by the City at the time of service request.

1.11 **Competence of Bidder**

Proof will be required of each bidder that he/she has satisfactorily repaired equipment of the same scope and complexity as the equipment described in this bid. He/she shall submit with this bid a list of at least three equivalent or larger installations to which he has provided such services under contract.

In addition to information required above, all bidders must be a bona fide manufacturer of, or dealer in, the services specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the services requested in this Invitation and Bid and demonstrate the bidder's ability to perform on a contract of this size and scope.

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: GENERAL SERVICE SPECIFICATIONS

Provide General Vehicle Repair Services and Related Parts, where applicable, or individual parts (associated with the services listed in this bid)for all vehicles and equipment as directed by the Office of Fleet Management.

NOTE: Vehicle Parts (not associated with the services listed in this bid) are **EXCLUDED** from this bid. Any violation of this clause could result in cancellation of the contract.

2.1 **SCOPE OF WORK** (not all repair services required for all vehicles):

Section A: Reconditioning & Repair of Radiators
Section B: Glass Installation
Section C: Suspension Systems and Related Components
Section D: Chassis and Related Components
Section E: Driveline Assemblies and PTO Shafts
Section F: PTO Assemblies, Hydraulic Pumps, and Controls
Section G: Electrical Components Aftermarket Rebuilding
Section H: Electronic Components Aftermarket Rebuilding
Section I: Fabrication of Hydraulic Hoses

The successful bidder shall provide all labor, materials, supplies, tools, equipment, transportation, and incidental items including all fluids, environmental charges and expendables, necessary to satisfactorily complete the various vehicle services outlined in this specification at no additional cost to the City, other than what's quoted in Section 5.

Failure to comply with all provisions stated herein will be considered non-performance of the resulting contract. (See para. 4.2.11, Liquidated Damages) City may terminate this contract for successful bidder's non-performance.

2.1.1 PARTS

All parts and materials supplied by the successful bidder under the contract resulting from this invitation and bid shall be new, first quality products meeting original equipment manufacturer (OEM) specifications. Awarded vendor must provide the City the brand of parts to be used.

2.1.1.1 Brands

Brands offered by the bidder must be an "Industry Wide" recognized and accepted replacement brand. No private labels, "White Box" parts or parts made in China, will be acceptable. The City reserves the right to have the successful bidder substitute a different manufacturer for those products offered which prove to be subject to chronic failure.

When OEM parts are not available due to emergency repair time constraints, the use of after market parts of OEM quality will be acceptable. Repairs using these parts are to have prior approval of the designated shop location supervisor on a case by case basis.

Contractor shall attempt to secure the lowest possible price for parts and materials required to repair equipment.

The City retains the option to furnish all replacement parts, systems or components under their existing city wide bid for vehicle replacement parts.

IN NO CASE WILL THE CITY PERMIT SEPARATE CHARGES FOR ITEMS SUCH AS: SHOP SUPPLIES, SOLVENTS, SCOTCH BRITE, PAINT, SELANT, ETC. THERE SHALL ALSO BE NO CHARGES ALLOWED FOR A WASTE OIL OR ENVIRONMENTAL CHARGE.

2.2 ADDITIONAL BIDDER REQUIREMENTS (in addition to paragraphs 1.10.–1.10.9)

2.2.1 FOR SECTION A - RECONDITIONING & REPAIR RADIATORS:

The successful bidder must have a facility to handle the cleaning and repair of radiators up to heavy duty off road equipment. Bidder must be able to repair both plastic and conventional cored radiators.

2.2.2 **FOR SECTION B - GLASS INSTALLATION:**

The successful bidder must have both a facility and mobile equipment to repair and replace glass for a minimum of six (6) vehicles (vehicles to include sedans, light trucks and vans, medium and heavy-duty trucks plus various types of specialty equipment.

2.2.2.1 Mobile Installation Service Turn Around Time
Vendor shall respond within 24 hours of notification for all Police and Fire vehicles as well as any vehicles deemed "emergency" by the Deputy Fleet Manager. All other vehicles shall have a 48 hours response time.

2.2.3 **FOR SECTION C - SUSPENSION SYSTEMS:**

The City will require the removal, purchase and installation of new/rebuilt leaf springs, rubber springs, rear suspension systems and related parts from the most responsible successful bidder. The successful bidder must have a facility capable of fabricating specialty springs.

The bidder must provide with their bid submission that they are a distributor for one or all of the below listed brands. The City reserves the right to specify new only and/or supply required parts.

2.2.4 **FOR SECTION D – CHASSIS and RELATED COMPONENTS**

The successful bidder must have a facility capable of straighten chassis frame rails, shorten or lengthen vehicle frames, magnetic frame drilling equipment. In addition the successful bidder must be capable of machining and boring on site as well the ability to re-bush axle eyes and other chassis components. Reconditions steering gears and perform wheel alignment with latest state of the art wheel alignment equipment for medium and heavy duty trucks and equipment. Steering boxes after being reconditioned must be bench tested according to manufacturer's specifications.

2.2.5 **FOR SECTION E – DRIVELINE ASSEMBLIES AND PTO SHAFTS**

The successful bidder must have a facility capable of fabricating drive shafts from raw material, weld, balance and test.

2.2.6 **FOR SECTION F – PTO ASSEMBLIES, HYDRAULIC PUMPS AND CONTROLS:**

The successful bidder must have a facility to disassemble and recondition PTO assemblies and hydraulic pumps. PTO assemblies and Hydraulic pumps after being reconditioned must be bench tested according to manufacturer's specifications.

2.2.7 **FOR SECTION G - ELECTRICAL COMPONENTS AFTERMARKET REBUILDING:**

The successful bidder must have a facility where starters, alternators and generators can be disassembled, parts tested, cleaned, steel shot casings, balance alternator rotors and upon completion of reconditioning bench test under load conditions to manufacturers specifications.

2.2.8 **FOR SECTION H - ELECTRONIC COMPONENTS AFTERMARKET REBUILDING:**

The successful bidder must have the ability to understand computer programs and rebuild City components to allow new data to be stored. In addition must have the ability to read and interpret data signals and communication lines to repair as needed in the City Fuel system. Interface with existing data communication, capture and report vehicle data.

2.2.9 **FOR SECTION I – FABRICATION OF HYDRAULIC HOSES**

The successful bidder must have both a facility and mobile equipment properly stocked and outfitted with the proper equipment and tooling to remove, fabricate and install hydraulic hoses for a minimum of six (6) vehicles (vehicles to include but not be limited to medium and heavy-duty trucks plus various types of off road and specialty equipment.)

Services required during the regular work hours (8:00am to 4:30 pm) shall be as follows:

"On Site Repair" – Hose fabrication only. Vendor shall provide the fabrication of a hydraulic hose and fitting(s). On site refers to either the vendors own location or a City, OFM Maintenance Facility location. There is no labor charge and no travel charges applicable. Cost of assembly shall be included within the cost of products used

"Unit Down. Out of Service" – Work performed at a location within the City limits, where successful bidder is responsible to remove, fabricate and reinstall a hydraulic hose, add fluid and clean area etc. This service shall be paid as an hourly rate from the time the successful bidder arrives at the location and till the job and cleanup completed.

Services required after the regular work hours (4:30pm to 8:00am) shall be as follows:

"Unit Down. Out of Service" – Work performed at a location within the City limits, where successful bidder is responsible to remove, fabricate and reinstall a hydraulic hose, add fluid and clean area etc. This service shall be paid as an hourly rate from the time the successful bidder arrives at the location and till the job and cleanup is completed. In addition there shall be a one and one half hour (1½) labor fee (quoted labor hour cost) added for the after hours call out.

2.3 **Service Records - for designated automotive components**

In addition to the malfunction incident report(s), vendor shall maintain a complete record of all service performed on Radiators, Springs, Drive Shaft Assemblies, and P.T.O. Shafts, including all parts replaced. This service record shall be kept at the vendor's facility, and shall be furnished for review if requested by the City. The service record shall be an individual record identifying each piece of equipment explicitly, with a complete history of dated service and all parts used recorded therein.

2.4 **WARRANTY**

The below mentioned warranties are to include the removal and installation, (where applicable), by the Primary and Secondary contractor of any failed part.

Warranty commences upon installation and unit placed in service by the City, where applicable. A City work order shall document the date unit returned to service.

For completion of service for all general services for all service except radiator and glass installation in this bid, the successful bidder(s) shall guarantee the complete unit against defective material and workmanship and shall replace all defective parts and make necessary repairs and BE RESPONSIBLE FOR LABOR AND MATERIAL COST TO REMOVE AND REPLACE ASSEMBLIES without any cost to the City. If the component fails within the warranty period, the successful bidder(s) shall make FULL replacement at no cost to the City. The warranty shall be for a period of one (1) year.

If the service cannot be completed by the awarded contractor or completed within a twenty-four (24) hour period after notification of failure by the City, the awarded contractor will reimburse the City, the Motor Flat Rate time multiplied by $50.00 per hour plus replace this defective part

2.4.1 **WARRANTY FOR RADIATOR SERVICE**

The awarded Primary and Secondary contractors shall guarantee the complete unit against material defects and workmanship and shall replace all defective parts; and make necessary repairs without additional cost to the City. The warranty shall be for a period of one (1) year on new cores and six months on repaired cores. Warranty commences upon installation and unit placed in service by the City. A City work order shall document the date the unit was returned to service.

If silver soldering is used, the awarded Primary and Secondary contractors must receive prior approval from the Office of Fleet Management (see para. 4.2.7 (c).

2.4.2 **WARRANTY FOR GLASS INSTALLATION**

The awarded Primary and Secondary contractors shall use only new LOF and PPG replacement glass and associated parts. Bidder MUST submit with their bid price, a certification to the effect that the products offered do, in fact, comply with the requirements stated.

Glass for Automotive Vehicle use shall be in conformity with American Standard Safety Code for Safety Glazing Materials for Glazing Motor Vehicles operating on Land Highways ASA #26-1-1950 and Addendum 26.1a-1964 and of the types approved for the specific location in the vehicle by the Bureau of Highways, Department of Revenue, Commonwealth of Pennsylvania.

Installations must be warranted for 30 days from the date of installation against leaks and workmanship problems such as, but not limited to, stress cracks.

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

2.5.1 Vehicle Repair

Authorization Procedure

The OFM maintenance facility supervisor shall request a "Z" work order number from the Central Ordering unit authorizing any of the following scenarios:

- vehicle be sent to successful bidder
- estimate of repairs
- any vehicle being inspected, repaired or tested while out of the control of City employees but remaining on City property.

Successful bidder must prepare a written estimate of all work to be performed.

The estimate must include, at the minimum, the following:

Total labor hour quote to perform repair.

List of parts to be installed, as well as the parts costs after discount as specified in contract.

The vendor will then send a copy of the estimate to the OFM Maintenance Facility Supervisor. He or his designee must sign the estimate of work to be performed and submit signed copy of the estimate to the OFM Central Ordering Unit to initiate a release authorization with shipping instructions. Successful bidder must receive this authorization to proceed**, from OFM Central Ordering Unit prior to any repairs being initiated.**

Shipping Instruction authorization to proceed should be released no later than 48 hours after receipt of estimate approval.

All repairs must be completed within the time stated on the estimate starting from the date of receipt of Shipping Instructions. If additional time is required to affect the repair, vendor must contact the Fleet Maintenance Supervisor for approval. If equipment fails after repair and during the warranty period covering the repair work, all repairs must be completed and returned to service within five (5)working days. Failure to meet these time frames will result in liquidated damages being accessed, and may result in vendor being declared in default of the contract.

2.5.1.1 **VARIANCES FROM ESTIMATES**:
Variances shall be allowed to account for unexpected problems found during the actual repair process for issue(s) unknown at the time of the estimate (i.e. cracked cylinder head). Additional work and/or repair time needed shall be submitted as a separate “supplemental” estimate that will only include additional work needed. Authorization Procedure shall be the same as above.

Successful bidder(s) shall be responsible for obtaining approval of the OFM prior to undertaking any work not included in the original estimate. Additional work shall be submitted as a separate "supplemental" estimate that will only include additional work needed. Authorization Procedure shall be the same as above.

2.5.2 **Component Repair**

Vendor will within twenty-four (24) hours provide the designated shop supervisor a Repair Estimate Quote the following:

-Description of the repairs.
-Vendors name and contact person
-Parts and/or Labor estimate cost
-New replacement cost
-Parts to be used on job
-Cost of parts

Upon Fleet Maintenance supervisor or designee's approval, vendor will be provided an OFM authorization to proceed number.

Under no circumstances shall the price of a repair exceed ½ the price of the City's cost for a new component. Any repair estimate exceeding 50% of the cost of new must be pre-authorized by an OFM designee before work is performed.

2.6 **TIMELINESS OF REPAIR**

Successful bidder shall perform inspection within 48 hours after receipt of City equipment and provide repair estimates that include an estimate of time needed to complete the repair. This information should be provided to the OFM facility maintenance supervisor within twenty (24) hours of completion of the initial inspection.

Upon authorization of repairs, the vendor shall perform all repairs, as per the agreed estimate within forty eight (48) hours of the estimated completion time given to the City.

ALL REPAIRS SHALL BE COMPLETED PER ESTIMATED TIME LINES AND RETURNED WITHIN FIVE (5) WORKING DAYS THEREIN: THIS INCLUDES THE REMOVAL, INSTALLATION, AND REBUILDING PROCESS.

Successful bidder will notify the OFM Fleet Maintenance Supervisor and OFM

Purchasing Unit immediately of any personnel changes (resignations, terminations, reassignments) that may impact the ability of vendor to respond to service calls and complete inspections within the time periods as defined within this Invitation and bid.

2.7 **PRICING**

2.7.1 **Bid Quotation Submission**
For submission of part numbers and/or pricing please use one (1) of the following applications:

1. Passenger Cars, Vans, Jeeps, Etc.
   2003 Ford Crown Victoria, 4.6 L engine, 4R70W transmission and police package suspension.

2. Trucks (light trucks not included)

   a. 2007 Freightliner M-2, C-7 Caterpillar Engine and Allison Transmission.

   OR

   b. 2004 International 7,400 Series, DT 466E Engine and Allison Transmission.

2.7.2 Bidder MUST specify which application you are using for parts and/or service pricing .

2.7.3 In "Pricing", Section 5, bidder shall provide a unit price, and a discount from a manufacturer's price list or a mark-up to the bidder's acquisition cost, whichever is applicable.

Prices shall be firm for the Initial Term of the Contract. If subsequent Renewal Terms are exercised by the City, the vendor may increase prices as per paragraph 4.4 "Price Increase or Decrease."

2.7.3.1 Any price list(s) or catalog(s) with more than one column of prices the bidder shall indicate from which column he/she is submitting as their price to the City. Bidders who fail to do this may be rejected as not being responsive in accordance with the terms of this bid.

2.7.3.1.1 The City will require the successful bidder to hold their

price list submitted for Twelve (12) months after receipt of the award. After that the successful bidder may submit the newest one in effect at that time which, will be held for the period of the contract or 12 months which ever is longer.

2.7.3.2 Any discount or price not clearly stated will be disqualified in determining the highest discount; and prices quoted will be considered as a net price as printed.

2.7.3.4 Bidder should state if quotations in his/her bid apply to all items in price list and govern all purchases during the period of the contract.

YES_____ **NO**_____ If no, indicate limitation by attaching letter.

2.7.3.5 **Discounts:**
Discount MUST remain firm for the life of the contract. The successful bidder(s) shall hold their initial prices stable for the first period of the contract or twelve (12) months which ever is longer.

2.7.3.6 **Mark-ups**:
This bid may include at the City's request to repair, recondition or replace an item(s) that is part of the assembly but not necessarily available in the brand bid. In those situations the vendor will be authorized to purchase and supply the item needed utilizing the following language.

PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER (as shown on supplier's invoice) the quoted, applicable % as listed in Section 5 (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit a copy of original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier + % MARK-UP.

Parts usage and pricing in this situation will only be allowed if pre-approved by the OFM Shop location Fleet Maintenance Supervisor or designee.

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 surety
(ii) improper bid execution
(iii) incompleteness
(iv) offering counter terms and conditions
(v) MBE/WBE range requirements (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 12 of "Terms and Conditions of Bidding and Contract."

3.2 **AWARD**:

3.2.1 The Procurement Commissioner reserves the right to make awards on this bid as he/she deems in the best interest of the City and to waive minor irregularities in a bid; or to reject all bids if it shall be in the best interestof the City to do so.

3.2.1.2 Awards will be made based on the highest DISCOUNT or lowest Mark-up percent to the City that the most responsive, responsible bidder can provide, where applicable.

3.2.1.3 The City will require the successful bidder to hold their price list submitted for Twelve (12) months after receipt of the award. After that, at time of renewal, the successful bidder may submit the newest price list in effect at that time as outlined in section 2.7.3

3.2.1.4 Bids which appear to be unbalanced will be disqualified

3.2.2 PRIMARY AND SECONDARY VENDORS:
An award shall be made to a primary and secondary vendor. This Invitation and Bid shall be awarded to the two (2) most responsive, responsible bidders (1 Primary and 1 Secondary) per Section or per Manufacturer, whichever is applicable.
The primary vendor shall be given all work, however, The City of Philadelphia reserves the right to split work between both primary and secondary vendors as outlined in section 3.

3.2.2.1 Utilization of Successful Bidders: For those bidders receiving awards against this IAB, it is the intent of the City to choose the vendors for repair in the following way:

That responsive and responsible bidder who has bid the lowest cost (see section 5 below) will receive all of the repairs that the City requires.

In the event of an unforeseen emergency requiring faster turn around time than that specified within the bid, the City reserves the right to split the repairs as it sees fit, between the vendors, to ensure vehicle workflow and preservation of the vendor's required turn around time as per the contract.

In the event of problems with workmanship and quality, etc., the City reserves the right to divert work to the secondary vendor until the problems are corrected.

3.2.3 This bid will be awarded to a Primary and Secondary bidder based on the following:

3.2.3.1 **SECTION A**: **RADIATORS**
As a whole to those most responsible bidders whose aggregate total is the lowest cost to the City.

Item 5.1.1.1: Class III Passenger Car and Van Radiators x 100 ea.

plus

Item 5.1.1.3: Class I Heavy Duty Trucks & Equipment Radiators x 105 ea.

plus

Item 5.1.5.2: Class II Trucks - 3 Tons and up; Fuel Tanks x 50 ea.

plus

Item 5.1.5.1: Class III Passenger Cars - 3 Tons and up; Fuel Tanks x 55 ea.

plus

Item 5.1.6.2: Class I Heavy Duty Trucks and Recore Radiators 107 ea.

plus

all remaining items at one (1) ea. except for 5.1.9.1 – 5.1.9.3 which shall be included in the total with of the estimated expenditures with the applicable discount factored in.

3.2.3.2 **SECTION B**: **GLASS INSTALLATION**
As a whole to those most responsible bidders whose total aggregate is the lowest cost to the City.

Item 5.2.1.1: Unit price x 2 plus $30,000.00 with the applicable discount factored in plus
Item 5.2.1.2 Unit price x 2 plus $21,000.00 with the applicable discount factored in plus
Item 5.2.2.1: Sq ft price x 20 plus
Item 5.2.3.1: Sq ft price x 20 plus
Item 5.2.4: $3,500 with 5% mark up factored in plus
Item 5.2.5.1: unit price x 10 each plus
Item 5.2.6.1: Hourly rate x 50 Hours

3.2.3.3 **SECTION C**: **SUSPENSION SYSTEMS AND RELATED COMPONENTS**
Awarded as a whole based upon the lowest aggregate total for the basis of award.

Item #5.3.1.1: Unit price x 20 plus $10,000 with the applicable discount factored in plus
Item #5.3.1.2: Unit price x 20 plus $10,000 with the applicable discount factored in plus
Item #5.3.2: $500 with the applicable discount factored in plus
Item #5.3.6: $10,000 with the applicable discount factored in plus
Item #5.3.7: Hourly Rate x 50

3.2.3.4 **SECTION D**: **CHASSIS AND RELATED COMPONENTS**
Award as a whole in combination with Section C

Item #5.4.1.1: Unit price x 10 plus
Item #5.4.1.2: $1,000 with the applicable discount factored in plus
Item #5.4.1.3: Hourly Rate x 50 plus
Item #5.4.1.4: $1,000 with the applicable discount factored in plus
Item #5.4.2.1: Hourly Rate x 50 plus
Item #5.4.3.1: Hourly Rate x 50 plus
Item #5.4.3.2: Hourly Rate x 50 plus
Item #5.4.3.3: $1,000 with the applicable discount factored in

3.2.3.5 **SECTION E – DRIVE LINE ASSEMBLIES**
Awarded by item.
Awarded by item as follows: Estimated # of hours X labor rate plus estimated expenditures with applicable discount factored in plus $1000 expenditures with applicable mark up percent (for parts not available from price list) factored in.

3.2.3.6 **SECTION F- P.T.O ASSEMBLIES, HYDRAULIC PUMPS**
Awarded by item.

Awarded by item as follows: Estimated # of hours X labor rate plus estimated expenditures with applicable discount factored in plus $500 allowance with applicable mark up percent (for parts not available from price list) factored in.

3.2.3.7 **SECTION G – ELECTRICAL COMPONENTS**
As a whole or by item to those most responsible bidders whose aggregate total is the lowest cost to the City

As a whole or by item:
If by item, based on the estimated # of hours x labor rate plus the estimated expenditures with the discount factored in, plus all items in 5.7.4 unit price per item x 1

3.2.3.8 **SECTION H: ELECTRONIC COMPONENTS**
As a whole to those most responsible bidders whose aggregate total is the lowest cost to the City.

As a whole
Item #5.8.1.1: Unit Price x 500 plus
Item #5.8.1.2: Unit Price x 300 plus
Item #5.8.1.3: Unit Price x 200 plus
Item #5.8.2.1: Unit Price x 10 plus
Item #5.8.2.2: Unit Price x 10 plus
Item #5.8.2.3: Unit Price x 5 plus
Item #5.8.2.4: Unit Price x 5 plus
Item #5.8.2.5: Unit Price x 10 Hours

If by line item, based on the estimated # of hours x labor rate per hour plus the estimated expenditures with the discount factored in.

3.2.3.9 **SECTION I**: FABRICATION OF HYDRAULIC HOSES
As a whole to those most responsible bidders whose aggregate total is the lowest cost to the City.

5.9.1 $500 with applicable discount factored in plus
5.9.2 $1500 with applicable discount factored in plus the plus the hourly rate for 5.9.3 x 15 plus the hourly rate for 5.9.4 x 5.

3.2.4 **PERFORMANCE SECURITY:**

See Paragraph 14 of the "Terms and Conditions of Bidding and Contract."

3.2.4.1 Primary vendor(s): will be required to pay a performance security fee based upon the total amount awarded to the vendor and as stated in the "Letter of Award."

3.2.4.2 If bidder is awarded as a Secondary vendor **ONLY** for a section/brand, the amount of the bond fee to be paid will be based upon $30,000.01.

3.2.5 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.

3.2.6 **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.

he 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.

3.2.7 **INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 14 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.

3.2.8 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
Administration
100 South Broad Street, 3rd Fl
Philadelphia, Pa. 19102
Attn: Teri Antonelli, Adm. Officer
Email: teri.antonelli@phila.gov

In addition, each contractor shall furnish without charge to the City two (2) copies of all supplements and revisions of manufacturer's catalog(s) and list prices immediately after the supplements and revisions are issued to the addresses listed above. Failure to provide such copies promptly may result in delay in payment.

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. OFM 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 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.

4.1.3 **ADD-ONS:**
The City reserves the right to add, delete and/or acquire other types of automotive 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:

OFM 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 bid number, bid scheduled number, the price or discount/mark-up (for that item or section shall apply) to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract.

4.2 VENDOR RESPONSIBILITY

4.2.1 Contractor may proceed only after only after release authorization from OFM. All orders must be in writing. Contractor shall not accept verbal service requests.

4.2.2 Contractor may provide only services that have been incorporated into the contract at the prices quoted in the contract.

4.2.3 Contractors are requested to carefully monitor obligations and inform Fleet Management of shortfalls.

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

4.2.5 Contractor's staff will not perform any service to anyone other than authorized/designated City personnel. Contractor is required to check the ID card of person(s) making a pick-up or receiving completed service work.

4.2.6 In the event that the contractor receives an order for services not specifically priced, they must:

(i) bring this to the immediate attention of the Procurement Dept., and

(ii) notify Fleet Management in writing and refuse to perform.

4.2.7 DELIVERY LOCATIONS
Awarded vendor will be notified of individual repair requirements through contact from the requesting shop supervisor and the issuance of authorization releases.

LOCATION OF GARAGES:
Shop 134 - Front & Hunting Park
Shop 159 - 4040 Whitaker Ave.
Shop 175 - 8601 State Rd.
Shop 209 - Northeast Airport(3001 Grant Ave)
Shop 225 - Domino & Umbria (5201 Umbria St)
Shop 233 - 3275 Fox Street
Shop 241 - 2601 Glenwood Ave
Shop 258 - 26th & Master Sts.
Shop 282 – I 76 Montgomery Drive Exit
Shop 290 - 51st & Grays (5014 Grays Ferry)
Shop 308 - 8200 Enterprise Ave
Shop 316 – PIA 4269 Island Avenue
(across from overseas terminal)
Shop 332 - Delaware & Wheatsheaf Lane
Shop 357 – 3033 S. 63rd Street
Shop 415 - 3900 Richmond St.
Shop 423 - 11th & Reed Sts. (1117 Reed Street)

NOTE: City reserves the right to change, delete or add locations during contract period.

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

4.2.9 **INVOICES**

Upon completion of repairs and authorization by OFM Fleet Maintenance Supervisor or designee, the vendor shall invoice. Original Invoices should be mailed to the following location:

OFM Accounts Payable Unit
100 South Broad Street, 3rd Floor
Philadelphia, Pa 19102

One copy of Invoice clearly marked as "ORIGINAL" should be submitted to accounts payable and contain the following information:

- Vendor FIN
- Invoice number
- Invoice date
- Shop Number and Location
- Z work order authorization (where applicable)
- OFM Shipping instruction/release number
- Bid Number
- Repair description and pricing as per section 5 reference to line item or commodity code is recommended.
- Parts listing with discount or mark up (where applicable)
- Invoice Total Amount

Under no circumstances should federal tax be included, as the City is exempt there from.

Discounts and markups quoted must be F.O.B. delivery point. Freight prepaid and allowed, where applicable.

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

Checks will only be made payable to the company name as shown on contract; the invoice must reflect this same company name as the "pay to". Any changes to the vendor's pay to information are not the responsibility of the OFM and must be brought to the immediate attention of the Procurement Department Information Unit.

4.2.10 **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 4.2.10.

4.2.10.1 Processing payments to the successful vendor is the responsibility of the Office of Fleet Management, not the Procurement Department. The successful vendor should bring any problems concerning payment to the attention of:

Office of Fleet Management
Tameka Hodge, Central Ordering Unit
100 South Broad Street, 3rd Floor
Philadelphia, Pa 19102
Phone: 215-686-1822

4.2.11 **VIOLATION OF CONTRACT**

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

4.2.11.1 **Liquidated Damages**:

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor liquidated damages of $100.00 for each event or omission per day until such actions are remedied by the vendor:

- Failure to commence work within specified time
- Poor performance
- Failure to provide all equipment, materials and parts necessary for the performance of the work
- Failure to supply qualified personnel
- Failure to provide timely repairs for each piece of equipment which exceeds the delivery schedule requirement per para 2.6

Nothing in section 4.2.11 shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law.

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

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

4.3 **Failure on the part of the successful bidder to comply with all the conditions of this Invitation and Bid may result in default of the contract.**

4.3.1 If the deficiency is not remedied within thirty (30) days, the City shall declare said vendor in default. Upon written notice, the City shall then go to the Secondary awardee to obtain the parts and hold the defaulted Primary vendor responsible for any loss, expense or damage the City may suffer.

4.4 **PRICE INCREASE OR DECREASE**

4.4.1 **Labor Rates:**
Contractor shall provide Labor at the prices set forth in Section 5 for a period of Twelve months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to three additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:
Notice of price increases must be received, in writing, by the City at least sixty (60) days prior to the expiration of each contract period in order for price increase to be effective as of the first day of the renewal period. Price increase letter shall be sent to the Buyer in Room 120 Municipal Services Building, 1401 JFK Blvd., Philadelphia, PA 19102, referencing bid number, contract number, period and showing item(s) description and applicable pricing.
Failure to notify the City within this sixty (60) day time frame shall result in the following:
the effective date of the price increase shall be sixty (60) days from the receipt of the price increase letter by the City;

or

if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.
For each renewal period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for December of the **applicable year of the renewal.**

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

4.4.2 **Parts (Discount)**

Discount MUST remain firm for the life of the contract. The successful bidder(s) shall hold their initial prices stable for the first period of the contract or twelve (12) months which ever is longer.

4.4.2.1 Upon receipt of a notice of contract renewal, but no later than 90 days prior to the next renewal period, the successful primary and secondary bidders shall submit to the City the latest manufacturers published list for the manufacturers brand offered under the bid

These prices shall hold stable for the renewal period of the contract or twelve months which ever is longer.

4.4.2.2 The successful bidders must submit a copy of the revised manufacturer's price list to OFM, Finance, and City Controller at the addresses listed in section 3.2.5.

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

4.4.2.4 Any and all price reductions that the bidder does renegotiate as a result of this contract will be passed on to the City

4.4.2.5 A general published price list shall be defined as a list from the manufacturer or factory, not an in-house computer generated price list made up by the bidder. Only price list(s) from a manufacturer or factory will be accepted.

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 4.4. will result in a commensurate delay in implementing the price change.

4.5 **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 service, deliveries, orders, problems, turnaround time, etc.

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

Indicate below the name of the person in your firm to be designated single account manager for such concerns on the contract resulting from this Invitation and Bid:

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

Vendor's WEB address_____

4.6 **Approval of Work:**

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

4.7 **REPORTS**

4.7.1 **RECYCLING REPORTS**

The City also 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 ☐

4.8 Vendor Acceptances – In submitting an executed bid, the bidder agrees to the Contract Management Procedures outlined in this section.

SECTION 5 - PRICING

5.1 **SECTION A:** **RECONDITIONED REPAIR SERVICE AND NEW CORES** - Radiators, Heaters and Oil Coolers, Fuel Tanks, Air Conditioner Condensers and Charge Air Coolers

(Pricing listed in Section 5.1 shall include all labor cost)

5.1.1 **Clean and Repair Radiators,** (to include internal oil coolers) To include flush and test of internal oil coolers

		UNIT	PRICE
5.1.1.1	Class III - Passenger Cars and Vans	EA	$_____
5.1.1.2	Class II - Trucks up to 3 Tons	EA	$_____
5.1.1.3	Class I - Heavy Duty Trucks and Heavy Duty Equipment	EA	$_____
5.1.2	**Repair Air Conditioner Condensers**	EA	$_____
5.1.3	**Repair Oil Coolers (to include externally mounted only)**	EA	$_____
5.1.4	Clean & Repair Charge Air Coolers	EA	$_____
5.1.5	**Repair Fuel Tanks**		
5.1.5.1	Class III - Passenger Cars and Vans	EA	$_____
5.1.5.2	Class II - Trucks up to 3 Tons	EA	$_____
5.1.5.3	Class I - Heavy Duty Trucks and Heavy Equipment	EA	$_____

		UNIT	PRICE
5.1.6	**Recore Radiators** (to include **any** repair and/or cleaning of the internal oil coolers.		
5.1.6.1	Class II - Trucks up to 3 Tons	EA	$_____
5.1.6.2	Class I - Heavy Duty Trucks and Heavy Equipment	EA	$_____
5.1.7	**Replace tank, top or bottom** To include clean and repair plus installation of new tank or tanks, bolted on or solder		
5.1.7.1	Class II - Trucks up to 3 Tons	EA	$_____
5.1.7.2	Class I – Heavy Duty Trucks and Heavy Equipment	EA	$_____
5.1.8	**Radiator Rod Cleaning** (to include **any** repair and/or cleaning of the internal oil coolers)		
5.1.8.1	Class I - Heavy Duty Trucks and Heavy Equipment	EA	$_____

5.1.9 **New Heaters, Radiators, etc.**

5.1.9.1 Radiators

5.1.9.2 Heater Cores

5.1.9.3 Radiator Cores

Estimated Expenditures: $5,000.00 Discount:_____%
(5.1.9.1 – 5.1.9.3)

Brand Offered:_____
State MFG Price List/Date of List Price: _____

5.1.9.4 Air Conditioning Condensers
Estimated Expenditures: $2,000.00 Discount: _____%

Brand Offered:_____
State MFG Price List/Date of List Price: _____

5.1.9.5 Charge Air Coolers
Estimated Expenditures: $2,000.00 Discount: _____%

Brand Offered:_____
State MFG Price List/Date of List Price: _____

5.1.9.6 Oil Coolers, internal or external
Estimated Expenditures: $2,000.00 Discount: _____%

Brand Offered:_____
State MFG Price List/Date of List Price: _____

Section Total $_____

5.2 **SECTION B: GLASS INSTALLATION**

Prices quoted below, items 5.2.1 through 5.2.5 include labor to install.

For items 5.2.1.1 and 5.2.1.2, the city has selected a representative sample of the type of glass it requires. This sample is used only to determine overall pricing and award information. Glass and installation to be acquired will not be limited to those listed.

In the space provided next to the sample item, enter the "list price" from the submitted price list you are bidding. Also indicate next to each item bid, the manufacturer and product code number from said list.

5.2.1 Curved or bent windshield and side window, OEM tint

5.2.1.1 Windshields
Front Windshield 2003 Ford Crown Victoria ea $_____

Discount from Mfrs List _____%
Estimated Expenditures: $30,000.00
State MFG Price List/Date of List Price:
_____

5.2.1.2 Doors, Vents, Quarters and Back Glass
Tempered Glass.

Rear Windshield 2006 Ford Taurus with defroster grid ea $_____

Discount from Mfr. List _____%
Estimated Expenditures: $21,000.00
State MFG Price List/Date of List Price:
_____

5.2.2 Flat Safety Sheet

5.2.2.1 Laminated, clear, Square Foot Price _____Sq Ft
Estimated Usage: 20 sq ft.

5.2.3 Flat Safety Plate for Windshields,

5.2.3.1 Laminated, tinted, Square Foot Price _____Sq Ft
Estimated Usage: 20 sq ft.

5.2.4 Glass Tinting Material

Estimated Expenditures: $3,500.00 **+ 5% MARK-UP** (per para. 2.7.4)

5.2.5 Repair and/or Replacement Side View Mirror Glass – ONLY.

5.2.5.1 Price for ALL size mirrors
One Price Covers All Sizes _____ea
Estimated Usage: 10 ea

5.2.6 Install Specialty Glass Material supplied by OEM by OFM
(some customization may be required)

5.2.6.1 Labor Rate per hour _____hr
Estimated Hours: 50

Section Total $_____

5.3 **SECTION C: Suspension Systems and Related Components – Reconditioned Repair Service**

For items 5.3.1, the city has selected a representative sample of the type of springs it requires. This sample is used only to determine overall pricing and award information. New springs will not be limited to these items listed.

In the space provided next to the sample item, enter the "list price" from the submitted price list you are bidding. Also indicate next to each item bid, the manufacturer and product code number from said list.

5.3.1 New Springs, complete

5.3.1.1 Front Spring Assembly – 2008
Freightliner M2V Chassis _____ea

Part number to be installed _____
State MFG Price List/Date of List Price: _____

Estimated Expenditures $10,000.00 **DISCOUNT: _____%**

5.3.1.2 Front Spring Assembly – 2008
International 7400 Chassis _____ea

Part number to be installed _____
State MFG Price List/Date of List Price: _____

Estimated Expenditures $10,000.00 **DISCOUNT: _____%**

The following items must be of the same manufacturer and price list as stated above in section 5.3.1 above

5.3.2 Plates, Main-Bushed
and Wrapper Plates _____%
Estimated Expenditures $ 500.00

5.3.3 Bushings, Spring Bronze _____%
Estimated Expenditures $ 500.00

5.3.4 Bushings, Spring Rubber _____%
Estimated Expenditures $ 500.00

5.3.5 Bushings, Encased
Threaded and Rubber _____%
Estimated Expenditures $ 500.00

5.3.6 Rebuilt Springs, complete _____%
Estimated Expenditures $ 10,000.00

State MFG Price List/Date of List Price: _____

5.3.7 **Removal of Damaged and/or Broken Springs and Related Components**

5.3.7.1 Labor Rate per hour based on **MOTOR** flat rate manual

HR_____ 500

Section Total $_____

	UNIT OF MEASURE	UNIT PRICE	QTY

5.4 **SECTION D**: **CHASSIS AND RELATED COMPONENTS - RECONDITIONING REPAIR SERVICE**

5.4.1 **Steering Systems:**

5.4.1.1 Rebuild of Steering Gears
Fixed cost ALL Brands EA $_____ 10
(includes parts and labor for rebuild only)

5.4.1.2 Steering Gear Parts state discount from Manufactures Price list
Estimated Expenditures: $1,000.00

Discount Offered: _____%

Brand Offered:_____
State MFG Price List/Date of List Price: _____

5.4.1.3 Rebuild Front Ends

Labor Rate per hour based on **MOTOR** flat rate manual
HR_____ 50

5.4.1.4 Front End Parts discount from Manufactures Price list
Estimated Expenditures: $1,000.00
Discount Offered: _____%

Brand Offered:_____
State MFG Price List/Date of List Price: _____

5.4.2 **Alignment:**

Perform alignment services for all medium and heavy duty trucks, tractors and trailers.

5.4.2.1 Labor Rate per hour based on **MOTOR** flat rate manual.

HR_____ 50

5.4.3 **Frames:**

Services to include but not be limited to, frame straightening, repair of cracked frames, replacement of broken cross-members.

5.4.3.1 Labor Rate per hour based on **MOTOR** flat rate manual.
HR _____50

5.4.3.2 Welding Charges:

Labor Rate per hour. HR _____50

5.4.3.3 Parts discount from Manufactures current Price list
Estimated Expenditures: $1,000.00

Discount Offered: _____%

Brand Offered:_____

State MFG Price List/Date of List Price: _____

Section Total $_____

5.5 **SECTION E:** **DRIVE LINE ASSEMBLIES, P.T.O. SHAFTS** -Reconditioning Repair Service, Fabricate new

	MANUFACTURER	BRAND OFFERED	LIST OFFERED	DISCOUNT	LABOR RATE	NO.# HOURS
5.5.1	Borg Warner	_____	_____	_____%	$____/Hr	4
	Estimated Expenditures:		$1375.00			
5.5.2	Chelsea	_____	_____	_____%	$____/Hr	4
	Estimated Expenditures:		$1375.00			
5.5.3	Dana/Spicer	_____	_____	_____%	$____/Hr	4
	Estimated Expenditures:		$1375.00			
5.5.4	Muncie	_____	_____	_____%	$____/Hr	4
	Estimated Expenditures:		$1375.00			

5.5.5 Repair, recondition or replace an item(s) that is part of the assembly but not necessarily available in the brand bid.

Estimated Expenditures for all applicable sections if required: $1000.00
_____% (Mark Up per para. 2.7.4)

Section Total $_____

5.6 **SECTION F:** **P.T.O ASSEMBLIES, HYDRAULIC PUMPS & CONTROLS** – Reconditioning and Repair Service

	MANUFACTURER	BRAND OFFERED	LIST OFFERED	DISCOUNT	LABOR RATE	NO.# HOUR
5.6.1	Chelsea Estimated Expenditures: $786.00	_____	_____	_____%	$____/Hr	5
5.6.2	Muncie Estimated Expenditures: $786.00	_____	_____	_____%	$____/Hr	5
5.6.3	Spicer/Dana Estimated Expenditures: $786.00	_____	_____	_____%	$____/Hr	7
5.6.4	Truckstell Estimated Expenditures: $786.00	_____	_____	_____%	$____/Hr	7
5.6.5	Dynex Estimated Expenditures: $786.00	_____	_____	_____%	$____/Hr	10
5.6.6	Vickers Estimated Expenditures: $786.00	_____	_____	_____%	$____/Hr	5
5.6.7	Sunstrand Estimated Expenditures: $786.00	_____	_____	_____%	$____/Hr	5
5.6.8	TRW Estimated Expenditures: $785.00	_____	_____	_____%	$____/Hr	5

5.6.9 Repair, recondition or replace an item(s) that is part of the assembly but not necessarily available in the brand bid.

Estimated Expenditures for all applicable sections if required: $ 500.00

_____% (Mark Up per para. 2.7.4)

Section Total $_____

5.7 **SECTION G:** **ELECTRICAL COMPONENTS**
Aftermarket Rebuilding

Process to include but not be limited to units being completely disassembled, all parts removed, clean and/or steel shot cases where possible. Upon assembly install all new brush assemblies and seals and bushings. Rotors of alternators are to be balanced when possible.

		Unit of Measure	Unit Price	Qty.
5.7.1	**Alternators**			
	Service: Labor Rate Per Hour	HR	$_____	5
	Parts Discount: Estimated Expenditures: $2,751.00		_____%	
	Brand Offered:_____ State MFG Price List/Date of List Price: _____			
	Electrodyne Brand Part Discount		_____%	
5.7.2	**Generators**			
	Service: Labor Rate Per Hour	HR	$_____	5
	Parts Discount: Estimated Expenditures: $2,750.00		_____%	
	Brand Offered:_____ State MFG Price List/Date of List Price: _____			

		Unit of Measure	Unit Price	Qty.
5.7.2.1	**Startall Generators** Service: Labor Rate Per Hour	HR	$____	

Parts Discount:
Estimated Expenditures: $5,000.00 _____%

State MFG Price List/Date of List Price: _____

5.7.3 **Motors: Starter, Hose Reel, Primer Pump, Siren**

Service: Labor Rate Per Hour	7	HR	$_____	$____

Parts Discount:
Estimated Expenditures: $2,750.00 _____ Mark Up %

Brand Offered:_____

5.7.4 Specialty Alternator for Ford Crown Victoria Police Package, (HDE brand for reference) - Modified Alternator and Installation kits

# 8440SWKIT	complete kit	$_____	8
#W8440SK	wiring harness	$_____	2
#35212SK	Isolated Regulator	$_____	2
#V35-1700SK	remount mount regulator	$_____	2
#MS8440SK	bracket mount and hardware	$_____	2
# 8440SW	modified alternator with welded rectifier and high output stator	$_____	8

	Quantity	Unit of Measure	Unit Price	Total Amount

Parts Discount:
Estimated Expenditures: $2,750.00 _____%

Brand Offered:_____

State MFG Price List/Date of List Price: _____

Section Total $_____

5.8 **SECTION H: ELECTRONIC COMPONENTS**

5.8.1 **Fumes Fuel System -** repair recondition

5.8.1.1 Repair VIU4 500 EA $_____ $_____

Parts Discount:
Estimated Expenditures: $10,000.00 _____%

5.8.1.2 Fabricate FUMES
16' Wire with fuse holder
Harness 300 EA $_____ $_____

Parts Discount:
Estimated Expenditures: $5,500.00 _____%

	Quantity	Unit of Measure	Unit Price	Total Amount
5.8.1.3 Fabricate FUMES 8' Wire with fuse holder Harness	200	EA	$_____	$_____

Parts Discount:
Estimated Expenditures: $2,500.00 _____%

State MFG Price List/Date of List Price: _____

5.8.2 **Specialized Fuel Site System OEM Applications service:**
Provide and install aftermarket system to access and read OEM codes and access existing fuel system.

26027070-000
5.8.2.1 WLX101 – modular wireless WITS

10	EA	$_____	$_____

Parts Discount:
Estimated Expenditures: $10,000.00 _____%

State MFG Price List/Date of List Price: _____

26027070-001
5.8.2.2 SUPERAP-550G -
Rugged Access point/bridge

10	EA	$_____	$_____

Parts Discount:
Estimated Expenditures: $2,250.00 _____%

State MFG Price List/Date of List Price: _____

26027070-002
5.8.2.3 ANT-120 –
antenna access point w/ directional

5 EA $_____ $_____

Parts Discount:
Estimated Expenditures: $2,250.00 ____%

State MFG Price List/Date of List Price: _____

26027070-003
5.8.2.4 POE-1 –
Module power over lan-access point

5 EA $_____ $_____

Parts Discount:
Estimated Expenditures: $2,250.00 _____%
State MFG Price List/Date of List Price: _____

5.8.2.5 Labor Rate to repair wiring and lines
Per Hour 10 HR $____ $____

Brands: Ford, Chrysler, General Motors, International, Freightliner, Laird, Oshkosh, ALF, KME

Section Total $_____

5.9 **SECTION I:** **26027-071**
FABRICATION OF HYDRAULIC HOSES

Both "On Site" fabrication of hoses and "Unit Down/Out of Service" repairs required as described in section 2.2.9. Vendor will have to travel anywhere within the City limits to perform service. During regular work hours Monday through Friday there shall be no charge for travel. Calls placed for "Unit Down/Out of Service" repair after regular work hours will be paid a straight 1 ½ hour travel charge in addition to time "on-location" for repair.

Bidder must bid all items to be eligible for award.

Parts shall be provided at a discount from the manufacturer(s) current published price list (PMPL)

		Estimated Expenditures	Discount
5.9.1	Parts to include fittings, reusable and non reusable fittings and adaptors.	$500	_____%

State MFG Price List/Date of List Price: _____

5.9.2	Hydraulic Hoses all types and sizes	$1,500	_____%

State MFG Price List/Date of List Price: _____

		Quantity of Hours	Labor Rate
5.9.3	Cost per hour for on location "Unit Down/Out of Service" during regular working hours. (Monday through Friday 8:00 AM to 4:30 PM)	15	_____HR
5.9.4	Cost per hour for on location "Unit Down/Out of Service" after regular working hours. (Monday through Friday 4:30 PM to 8:00 AM)	5	_____HR

Total Section $_____

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

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

Date of Request:_____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____
Company Representative: _____
Address: _____
_____

Telephone No.: _____ Fax No.: _____

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

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

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

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

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08

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.