DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

C O N T R A C T

Between

CITY OF READING

and

MAACO COLLISION & AUTO PAINTING

2020 – Repairs and/or Specialty Services for City Wide Fleet Vehicles

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

CONTRACT

This Agreement, Made and concluded on 7/29/2020 by and between the City of Reading, a municipal corporation of the State of Pennsylvania, located in the County of Berks, said State, hereinafter called the "CITY", and **MAACO COLLISION & AUTO PAINTING**, hereinafter called the "VENDOR," pursuant to law and to the provisions and requirements of the ordinances and resolutions of the City of Reading.

WITNESSETH, That the parties to these presents each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the City for itself, its successors and assigns, and the Vendor for itself, himself or themselves, its successors, or his or their executors and administrators, as follows:

The Vendor covenants, promises and agrees to and with the City, for the consideration hereinafter mentioned and contained, to furnish as directed to the City of Reading, Pennsylvania, in accordance with the bid of the Vendor for the Request for Qualifications for Maintenance and Repairs for City Wide Fleet Vehicles dated August 21, 2019, submitted to the City, attached hereto as Exhibit "A" and made a part hereof the following merchandise as per specifications:

To provide both routine maintenance and repairs, as well as emergency repairs that are above and beyond the routine maintenance and repairs that are provided by the City of Reading's Division of Fleet Management, Department of Public Works, for the City of Reading's City Wide Fleet Vehicles. This would be on an as and/or needed basis, at the fees submitted, from September, 2019, to December 31, 2020, Department of Public Works, a copy of the fee schedule is attached as Exhibit "A". The use of this Vendor may be extended for 2 additional 1 year terms at the City of Reading's discretion.

The Vendor agrees to furnish only such merchandise which shall have fully met the specifications herein contained, or hereto attached and made a part hereof. In the event the Vendor shall fail to comply, in any respect, with said specifications or this contract, the City may terminate this contract by giving the Vendor written notice.

Upon the said merchandise being duly tested and accepted by the proper City employees as meeting with the specifications and conditions, the City shall pay for the quantities thereof currently ordered and delivered, at the end of each calendar month, upon an invoice being presented by the Vendor setting forth the exact quantities thereof delivered during said month.

The Vendor agrees to indemnify and save harmless the City from all suits or actions of every name and description brought against it for or on account of use of patented appliances or for any damages or injuries received or sustained by any person or persons in the performance of the work under the contract. The Vendor further agrees that in case any such suits or actions are brought or threatened all or as much of the monies due it, him or them under this contract as shall

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

or may be considered necessary by the City shall or may be retained without any liability of the City to the Vendor for interest thereon because of such retention until all such suits or claims shall have been settled and satisfactory evidence to that effect furnished.

BASIS OF CONTRACT. This contract is founded on the Department of Public Works Account Number 01-07-14-4216 for the fiscal year 2020.

IN WITNESS WHEREOF, the said City of Reading has caused this agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the Vendor has caused this agreement to be executed by its President and its corporate seal to be hereunto affixed, duly attested by its Secretary, has hereunto set his/their hand(s) and seal(s) the day and year first above written.

Signed and sealed in the presence of

CITY OF READING

DocuSigned by:

By: Mayor Moran

7252A590D9D53449...

Mayor

DocuSigned by:

Attest: Linda A. Kelleher CMC, City Clerk

73DE031C240D451...

City Clerk

MAACO COLLISION & AUTO PAINTING

DocuSigned by:

By: Athan Dialectos

610A9ECAF2D8488...

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

EXHIBIT "A"
(Request for Qualifications, Proposal and Fee Schedule)

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

REQUEST FOR QUALIFICATIONS

For

Repairs and/or Specialty Services for the City of Reading's, City Wide Passenger, Light Duty, Medium Duty, Heavy Duty Fleet Vehicles

CITY OF READING, PENNSYLVANIA

RESPONSES DUE:
3:00 PM (Eastern Time)
September 9, 2019

City of Reading, Pennsylvania
815 Washington Street
Reading, PA 19601

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

Request for Qualifications

List of qualified Repair Vendors to perform repairs and/or specialty services, above and beyond warranty and excess routine maintenance on the City of Reading's City Wide Passenger, Light Duty, Medium Duty, and Heavy Duty Fleet Vehicles.

City Of Reading
815 Washington St.
Reading, PA 19601

Introduction

The City of Reading is requesting Qualifications for the purpose of retaining a list of interested companies /vendors to provide for Repairs and/or Specialty Services, above and beyond warranty and excess routine maintenance on the City of Reading's City Wide Passenger, Light Duty, Medium Duty, and Heavy Duty Fleet Vehicles as described in this RFQ.

Date Issued: August 21, 2019

Date Due: September 9, 2019

All questions are to be directed in writing to: Tammi Reinhart
Purchasing Coordinator
Tammi.Reinhart@readingpa.gov

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

Request for Qualifications

Vendor List for Repairs and/or Specialty Services to include but not limited to alignments, engines, transmission, exhaust, electrical, snow equipment, leaf equipment, glass repairs and or replacements radiators, fire apparatus, body work, drive shaft, hydraulic repairs, OEM above warranty, spring work, decals, car wash and detailing. Vendors are not required to do all items listed you may provide one or multiple items to the City of Reading's, City Wide Passenger, Light Duty, Medium Duty, and Heavy Duty Vehicles.

Interested vendors shall submit a response to this RFQ by September 9, 2019. The goal of this RFQ is to compile a list of companies/vendors that can provide both repairs and specialty services as well as emergency repairs that are above and beyond the maintenance and repairs that are provided by the City of Reading's Fleet Maintenance. This would be on an as and/ or when needed basis for September 2019 to December 31, 2020. This list may be extended for 2 additional 1 year terms at the City of Reading's discretion.

This list will be used by the department as and when needed to provide repairs and/or specialty services, along with emergency repairs to the Passenger, Light Duty, Medium Duty, and Heavy Duty Fleet Vehicles.

Qualification Criteria

The responses to this RFQ shall incorporate adequate information as detailed below for the City's selection committee to evaluate the vendor's ability to perform the required service being requested. To expedite the review process, please organize the information in the order listed below, with the submission not to exceed 20 pages in length. This evaluation is strictly for company/vendor qualifications.

Please submit five (5) sealed and bound copies of the company/vendor's qualifications with the notations of "City of Reading Passenger, Light Duty, Medium Duty, and Heavy Duty Fleet Vehicles, Repairs and Specialty Services List" as detailed below to:

Tammi Reinhart, Purchasing Coordinator
City of Reading
Purchasing Division
815 Washington St., Rm 2-45
Reading, PA 19601

The response shall address company /vendor specific information as listed below:

- Provide general company/vendor information including location of business, total number of employees, and number of years the company/vendor has been performing vehicles' maintenance and repairs.
- The provider company/vendor shall be located within a 40 mile radius of the City of Reading, this is to limit the travel time if necessary to the vendors facility.
- Provide proof of the number of employees that are certified as Vehicle Technicians, along with copies of the certifications of those employees.
- Provide list of three references of municipalities/ townships that have been using your services in the last ten years. Details shall include, the Department served, and length of time that service has been provided.
- Proof of liability insurance
- Proof of workers compensation insurance
- Provide listing of hourly rates for normal business hours

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

- Provide listing of after-hours and holiday emergency service rates
- Provide a list of travel time or expenses if applicable

Notice of Acceptance

Upon acceptance the company/vendor will be notified that they have been accepted and placed on the list. Acceptance does not guarantee that they will be contacted for service, the City of Reading Department of Fleet may use any of the accepted companies/vendors on the list.

As described previously, this list may, at the City's discretion, be extended for an additional 2-1 year terms, and the City will notify those on the list of the extension at such time.

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. *This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seg., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.*
2. *This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.*
3. *Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.*
4. *In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.*
5. *The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.*
6. *Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.*

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____
County of _____
_____*, being first duly sworn, deposes and says that:*
(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent)
of _____*, the Bidder that has submitted the attached Bid or Bids;*
(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham Bid;
(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,
(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.
I state that _____ *understands*
(Name of Firm)
and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

_____
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ *DAY*
OF _____*, 20*___

_____ *My Commission Expires:*
Notary Public

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF READING

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (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, 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, Provider 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 Provider 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 Provider shall be liable for all excess costs and other damages resulting from the termination).

_____
Name of Provider

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

_____

BIDDER

_____

TITLE

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING, dated _____, 20 __, providing for the _____ _____City of Reading, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, _____, as well as in further consideration of the sum of ONE DOLLAR ($1.00) in hand paid to the said _____by the City of Reading, receipt whereof is hereby acknowledged, the said _____ agrees to indemnify and save harmless the CITY OF READING, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this _____ day of _____, 20__.

By: _____

Title: _____

ATTEST:

_____

_____
(Title)

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

STIPULATION AGAINST LIENS

WHEREAS, _____, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated _____, 20___, with _____ _____ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the:

_____

_____

as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this _____ day _____ of 20___.

_____

(CITY OF READING)

ATTEST:

*BY:*_____

*TITLE:*_____

*BY:*_____

*TITLE:*_____

_____

(CONTRACTOR)

ATTEST:

*BY:*_____

*TITLE:*_____

*BY:*_____

*TITLE:*_____

*BY:*_____

*TITLE:*_____

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

Maaco

AMERICA'S SMART CHOICE
for Auto Painting • Bodywork • Collision Repair

"City of Reading Police Department's Fleet Maintenance and Repairs List"

MAACO COLLISION & AUTO PAINTING
3645 Pottsville Pike
Reading, PA 19605

610-929-4417
610-929-4685 fax

Monday - Friday: 7:00am - 5:30pm
Saturday: 10:00am - 1:00pm

Tammi Reinhart, Purchasing Coordinator
City of Reading
Purchasing Division
815 Washington St., Rm 2-45
Reading, PA 19601

City of Reading Selection Committee,

Please accept for review and approval our submission to the City of Reading Police Department's Fleet Maintenance and Repairs List. We have been repairing city police vehicles for 30+ years, and have been located and in operation in Reading since 1972.

Following are the requested qualifications for your approval. Thank you for your consideration and should you require any additional information, please feel free to contact me directly.

Athan Dialectos
Owner / Manager

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

~ Maaco Collision & Auto Painting
3645 Pottsville Pike
Reading, PA 19605

~ total number of employees = 14

~ number of years we have been performing repairs to police vehicles' = 30+

~ mileage from City of Reading, 815 Washington St = 4.1 miles

~ Police References:

1. City of Reading Police Department
   Attn: Chris
   815 Washington St.
   Reading, PA 19601

   (services provided for 30+ years)

2. Muhlenberg Township Police Department
   Attn: Jim Bobeck
   210 George St.
   Reading, PA 19605

   (services provided approx. 15 years)
   contact # 610-929-4727

3. Exeter Township Police Department
   4975 DeMoss Road
   Exeter, PA 19606

   (services provided approx 15 years)
   contact # 610-587-4046

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

~ Hourly Rates: $ 50.00 per hour labor with a 10% Discount

$ 30.00 per hour material with a 10% Discount

Parts = 10% Discount

~ After-hours / holiday emergency rates: same as normal business rates

~ Travel time or expenses: not applicable / no charge

DocuSign Envelope ID: 7EEBF9BC-2739-4A52-A5CF-FA308563245F

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Robertson Insurance & Risk Management
3399 Jetstar Drive
Lititz PA 17543

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (717) 625-3770 FAX (A/C, No): (717) 625-3777
E-MAIL ADDRESS: certs@robertson.insure

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: EMC Insurance Companies	
INSURER B: Employers Mutual Casualty Company	21415
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AJR, INC. T/A MAACO COLLISION REPAIR & AUTO PAINTING
3645 POTTSVILLE PIKE
READING PA 19605-1719

COVERAGES CERTIFICATE NUMBER: 2018 - 2019 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			5W9682219	12/01/2018	12/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5E9682219	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			5J9682219	12/01/2018	12/01/2019	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5H9682219	12/01/2018	12/01/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Garagekeepers			5W9682219	12/01/2018	12/01/2019	Comp Dedt $500/$2,500	$300,000
							Coll Dedt $1,000	$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Reading
815 Washington Street
Reading PA 19601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD