



# Police Highway Patrol Motorcycle S6YN2010

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

**Bid Opening Date:** May 11, 2016  
**Bid Opening Time:** 10:30 AM Philadelphia Local Time  
**Location for Bid Opening:** MUNICIPAL SERVICES BUILDING - ROOM 170A  
1401 JFK BOULEVARD, PHILADELPHIA PA 19102  
**Buyer:** J. Manton  
**Spec. Writer:** S. Justice

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

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED. BIDDER MUST COMPLETE THE INFORMATION BELOW:

**Bid is Best and Good Faith Efforts.**

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

### GENERAL INFORMATION

This Invitation and Bid and Contract is issued under the Antidiscrimination Policy described in the Mayor's Executive Order 03-12. While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. See the Office of Economic Opportunity (OEO) Instructions and Form which is part of this Invitation and Bid and Contract.

### BID QUESTIONS

All questions concerning this Invitation and Bid, including specifications and conditions, must be presented prior to the bid opening date and time. Contact the Procurement Department Customer Service Unit by emailing [Bid.Info@phila.gov](mailto:Bid.Info@phila.gov) or by calling (215) 686-4720 with questions.

**FOR PROCUREMENT USE ONLY. DO NOT MAKE ANY MARKS IN THIS BOX.**

Bid Security Fee Yes No Method (if paid with bid) \_\_\_\_\_ Check or M/O # \_\_\_\_\_  
Bid Processing Fee Yes No Method \_\_\_\_\_ Check or M/O # \_\_\_\_\_

**Trevor Day**  
Procurement Commissioner

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S6YN2010</b>	PAGE OF <b>2 20</b>
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**SECTION 1: GENERAL BID SUBMISSION**

**1.1 TITLE: Police Highway Patrol Motorcycle**

**1.2 CONTRACT TERM:** May 1, 2016 to April 30, 2017("Initial Term"), with an option to renew for up to three(3) additional one(1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

**1.3 CONTRACT TYPE: REQUIREMENTS**

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

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

Vehicles 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.

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

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

1.5 **STATEMENT OF DIRECTION:**

1.5.1 It is the intent of the City of Philadelphia to make an award for **OEM CERTIFIED Police Highway Patrol Motorcycles** for the **OFFICE OF FLEET MANAGEMENT** as specified herein during the contract period.

1.6 **BID SECURITY**

1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program. The program covers the time period from **July 1, 2015 - June 30, 2016**. All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**\$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order.

The fee should be submitted, under separate cover, to the attention of "**FY16 Annual Bid Security Program**" at least one day prior to the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**\$100.00**) made payable to "The City of Philadelphia." Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract."

1.7 **BID INFORMATION:**

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

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

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1.8 **BID SUBMISSION:**

- 1.8.1 All bids submitted to the City of Philadelphia must adhere to all bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.
- 1.8.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1<sup>st</sup> Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.
- 1.8.3 Bidders must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- 1.8.4 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- 1.8.5 All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.
- 1.8.6 Bidder's bid should be complete and include ALL information required as described in the various sections of the bid specifications. All pricing must be completed on the forms provided and must be in **ink or typed**. The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.8.7 **COPIES OF BID SPECIFICATIONS**

This bid makes reference to Procurement Department Specifications and/or Purchase Descriptions.

Bidders are requested to retain Procurement Department Specifications for future reference.

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1.8.8

**BID PROCESSING FEE:**

All bidders MUST submit with their bid a non-refundable company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order to the order of the "The City of Philadelphia" in the amount of twenty-five dollars (\$25.00) to cover the bid processing fee in accordance with Paragraph 3 of the "SS&E Terms and Conditions of Bidding and Contract." Failure to submit the bid processing fee may result in disqualification from bidding.

1.8.9

**LOCAL BIDDING PREFERENCE**

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a local bid preference<sup>1</sup>. In order to determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity ("LBE") at the time of the bid opening.

**IS YOUR COMPANY LBE CERTIFIED PLEASE CHECK YES OR NO.**

**YES**       **NO**

Further, through submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference which certification is incorporated into any contract resulting from this bid:

"Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)<sup>2</sup> will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my LBE certified subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry."

<sup>1</sup> For applicable bids of One Million Dollars or less, the preference is ten percent (10%); for all other applicable bids the preference is five percent (5%).

<sup>2</sup> If the Bidder relies upon LBE subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)' LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.

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If the Procurement Commissioner determines that the awarded bidder fails to comply with its certification at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to [www.phila.gov/bids](http://www.phila.gov/bids). Please provide sufficient time prior to bidding for processing of the LBE application. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

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1.8.10 **CONTACT PERSON:**

**PRE-AWARD:**

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

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

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

City/State/ZC: \_\_\_\_\_

Telephone No. (\_\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No. (\_\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

**POST-AWARD:**

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

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

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

City/State/ZC: \_\_\_\_\_

Telephone No. (\_\_\_\_\_) \_\_\_\_\_

Ext.: \_\_\_\_\_

Fax No. (\_\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

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1.8.11 **ALTERNATES SUBMITTED**

If an alternate to any item is offered, bidder must follow instructions in Paragraph 4 of "Terms and Conditions of Bidding and Contract." State the brand name and the model number of each alternate offered.

Detailed technical information on the alternate should accompany the bid. Failure to state alternates will obligate bidder to provide material and/or service specified in the bid.

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.

1.8.12 **FORMS TO BE RETURNED WITH BID:**

Form #80-247B (one for each type of vehicle offered) is to be completed and returned with bid.

The Temporary Certificate shall be forwarded to the Office of Fleet Management, Attention: Chris Cocci, 100 S. Broad St., 3rd floor, Philadelphia, PA 19102. Bidder shall state year, make, model, body model, manufacturer's cut off date, and delivery after receipt of order.

YEAR: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

BODY MODEL: \_\_\_\_\_

MANUFACTURER'S CUT OFF DATE: \_\_\_\_\_

DELIVERY ARO: \_\_\_\_\_

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1.8.13 **BID QUESTIONS OR PROBLEMS**

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

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the directions in Section 2.

1.9 **BIDDER QUALIFICATION:**

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

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

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**SECTION 1:**

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

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

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

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

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

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

**SECTION 2:**

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

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

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

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

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

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

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**SECTION 2: SPECIFICATIONS**

2.1 Successful Bidder shall be required to supply the City of Philadelphia's **Office of Fleet Management (OFM) with a Police Certified Highway Patrol Motorcycle** as listed in Sections 2 and 5 of this Invitation and Bid.

**2.2 SPECIFIC REQUIREMENTS**

All items to be bid upon are in accordance with Procurement Department Specification 41-V-1N:90 and OFM Spec Code 11031e.11.

In Section 5 "Pricing", Bidder(s) shall submit an Each (EA) price for all items listed therein. Bidder(s) shall submit pricing on items indicated plus all options. Quoted prices must not contain more than three (3) decimal places.

**2.3 42812-001-006**

Unit as per Specification

- OMIT ITEM, 7.5.1 MANUALS
- OMIT ITEM, 14.12.1 ENGINE GUARD LED LAMPS
- OMIT ITEM, 14.12.2 UTILITY RACK WITH STROBES
- OMIT ITEM, 14.12.3 ELECTRONIC SIREN and AMP KIT
- OMIT ITEM, 14.12.4 JIMS FORCE FLOW CYLINDER HEAD COOLER
- OMIT ITEM, 14.12.5 SCREAMING EAGLE PIPES
- OMIT ITEM, 14.12.6 PURSUIT LED LAMPS
- OMIT ITEM, 14.12.7 AUX BRAKE/RUN/TURN CONVERSION KIT
- OMIT ITEM, 9.2 TECHNICIAN TRAINING

**OPTIONS**

- 2.3.1 **42812-009-039**  
ITEM 7.5.1, MANUALS
- 2.3.2 **42812-009-040**  
ITEM 14.12.1, ENGINE GUARD LED LAMPS
- 2.3.3 **42812-009-041**  
ITEM 14.12.2, UTILITY RACK WITH STROBES
- 2.3.4 **42812-009-042**  
ITEM 14.12.3, ELECTRONIC SIREN and AMP KIT
- 2.3.5 **42812-009-043**  
ITEM 14.12.4, JIMS FORCE FLOW CYLINDER HEAD COOLER
- 2.3.6 **42812-009-044**  
ITEM 14.12.5, SCREAMING EAGLE EXHAUST PIPES
- 2.3.7 **42812-009-045**  
ITEM 14.12.6, PURSUIT LED LAMPS
- 2.3.8 **42812-009-046**  
ITEM 14.12.7, AUXILIARY BRAKE LIGHT/RUNNING LAMP/TURN CONVERSION KIT

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2.3.9 **42812-009-047**

ITEM 9.2, TECHNICIANS TRAINING

Provide the Office of Fleet Management Three (3) one-day training program for the **MOTORCYCLE**, for one (1) person at OFM Training Center. The successful bidder shall incur all expenses for lodging, meals, training materials and transportation (transportation will be via air if more than 125 miles one way).

2.4 **DELIVERY INSTRUCTIONS:**

Department will contact vendor with delivery instructions.

All Invoices Against This Purchase Order Should Be Mailed To:

Office of Fleet Management  
Bureau of Quality Assurance, 3<sup>rd</sup> Floor  
100 South Broad Street  
Philadelphia, PA 19110

All motor vehicles, which are furnished by the awarded vendor, must be manufactured in the United States, Canada or Mexico. Motor vehicles consist of passenger cars and trucks in accordance with 75 Pa. C.S. §102, known as the Vehicle Code. A motor vehicle is manufactured in the United States, Canada or Mexico if a substantial majority of the principal components are assembled into the final products in an assembly plant in the United States, Canada or Mexico. The awarded contractor shall be prepared to prove that the motor vehicles which will be or have been furnished to the City of Philadelphia are, or were, in fact, manufactured in the United States, Canada or Mexico in accordance with Sections 3731-3736 of the Commonwealth Procurement Code (62 Pa. C.S. §§3731-3736, with applicability to the City of Philadelphia at 62 Pa.C.S. §3102), known as the Motor Vehicle Procurement Act. No payment shall be made to the awarded contractor unless the City of Philadelphia is satisfied that the contractor has complied with these provisions and the Motor Vehicle Procurement Act.

Any payments made to the contractor, which should have not been made, shall be recoverable directly from the contractor. In addition to the withholding of payments, any person who willfully violates any of the provisions of the Motor Vehicle Procurement Act, may be prohibited by the City of Philadelphia from participation in contracts awarded by the City of Philadelphia for a period of three years from the date of the determination that a violation has occurred.

**SECTION 3: BID EVALUATION AND AWARD**

3.1 **EVALUATION**

3.1.1 Bid will be evaluated by the Procurement Department.

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

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

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

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

**3.2 AWARD**

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s). Item 5.10, technician training, shall not be considered in the basis of award.

3.2.2 While the contract will be awarded to the lowest responsive and responsible bidder as otherwise provided in this Invitation and Bid, the City aspires to purchase articles manufactured in the City of Philadelphia or in the Commonwealth of Pennsylvania.

**3.2.3 CONTINGENCY**

The contract award will be in the amount of the total amount bid for the items plus a 5% contingency amount to allow and provide for technological changes, improvements or amplifications as the result of the pilot inspection, etc.

**3.2.4 EVALUATION AND AWARD**

In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the LBE will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If the bid is awarded as a whole or by section, the local bid preference may be applicable. If the bid is awarded by line item, the local bid preference is not applicable.

Unless the Procurement Commissioner determines to waive the preference for the reasons stated in subsection 7b. of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the required information, shall be granted the applicable bid preference on competitive bid(s) awards that are awarded as a whole or by section.

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3.2.5 **PERFORMANCE SECURITY**

In this bid, Performance Security in the amount of \$25.00 is required as outlined in paragraph 13 of "SS&E Terms and Conditions of Bidding and Contract".

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

3.2.6 **DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES AND SOLE SOURCE CONTRACTS.**

In accordance with Philadelphia Code Section 17-104 (2), the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any false certification or representation in connection with this disclosure and/or any failure to comply with these requirements shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable.

In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

- (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
- (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and
- (iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

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3.2.7

**INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 15 of the "SS&E 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 successful 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, 14<sup>th</sup> Floor, Philadelphia, PA 19102, Attn. Debbie Lawton or FAX to (215) 683-1705.

3.2.8

**Pricing Verification:**

Awarded vendor must supply to the city at time of pre-award, detailed pricing sheets showing the cost, profit and discount of each item supplied to be used for future reference in regards to section 4.2.7, Escalation Price.

**SECTION 4: CONTRACT MANAGEMENT**

**4.1 CITY OF PHILADELPHIA RESPONSIBILITY**

**4.1.1 Order Against Contracts**

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

4.1.1.1 The purchase order will be issued for unit and price not including contingency.

4.1.1.2 If during the production process the City identifies a need, the City will issue a change order. The total of the original purchase order and the change orders cannot exceed the contract total.

4.1.2

Invoices submitted shall be processed for payment upon the City's acceptance of the subject vehicle or equipment.

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

4.1.4 **ADD-ONS**

The City reserves the right to add, delete or change locations; or to acquire other types of options that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number, bid scheduled number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies, materials or equipment in the open market.**

4.2 **VENDOR RESPONSIBILITY**

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

4.2.2 Contractor may deliver only vehicle(s) or equipment at the prices quoted and the quantities reflected in the contract.

4.2.3 In the event that the contractor receives an order for vehicle(s) or equipment not specifically priced and incorporated into the contract, they must:

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

4.2.4 Should vehicle(s) or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.

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4.2.5 For delivery of vehicle(s) or equipment, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of vehicle(s) or equipment may occur following purchase expiration, so long as the order was placed prior to the purchase order expiration date.

4.2.5.1 **Liquidated Damages for Late Deliveries**

These specifications shall be subject to the following contractual provisions:

- (1) Time is an essential element of this agreement and Seller agrees that deliveries of items in condition satisfactory to the Procurement Commissioner shall be completed as provided on the day(s) specified pursuant to the delivery schedule contained in specifications.
- (2) For each and every day that a vehicle is late, in accordance with the delivery schedule, the Procurement Commissioner may deduct from the monies due or becoming due Seller the sum per day per undelivered vehicle specified in the bid as liquidated damages to compensate Buyer for its damages arising out of delay in delivery. The number of days of default shall be computed as including the day of default through to but not inclusive of the day when delivery is made. Provided, however, as to item delivered but rejected, the item shall be considered as non-delivered from the date on which the vendor is notified of rejection until the date the item is re-delivered.
- (3) The term "vehicle" as used above shall refer to each vehicle, vehicle body, chassis, or other unit of equipment awarded to the bidder.
- (4) Notwithstanding the above provisions Seller shall not be liable for liquidated damages for delays in delivery caused by Acts of God, acts of public enemy, acts of government, quarantine restrictions and general strikes throughout the industry or freight embargoes not caused by or participated in by Seller.

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(5) Resort to liquidated damages provision by Buyer shall not preclude by Buyer from resorting to other available remedies for subsequent or continuing breaches by Seller.

(6) Liquidated damages will be in the amount of \$75.00 per calendar day per vehicle that delivery of each vehicle exceeds the delivery schedule stated.

4.2.6 Successful bidder(s) will invoice after delivery and acceptance of vehicle(s) or equipment by the City to the address shown on purchase order.

4.2.7 **Escalation Price**

Vendor shall provide current model year vehicles at the prices set forth in Section 5. For subsequent model years, the vendor at time of contract renewal may increase or decrease the price provided that:

Next model year vehicle and optional pricing will be based on the percentage difference between the new dealer cost sheet and pricing level and the dealer cost sheet and pricing level effective on the date of the bid opening. This proportional (percentage) increase or decrease will be applicable to the contract price for the current model year vehicle and/or option, thus establishing the new price next model year vehicle and options.

Notice of any price changes in the dealer cost sheet and pricing level established by the Manufacturer shall be given in writing to the Procurement Department, Department of Finance and the Controller Office. This notice must be accompanied by the notice from the manufacturer to the vendor showing the price changes. The City reserve the right to review the propriety of the price rise and cancel the contract at its discretion.

In no event shall the increased prices exceed the dealer's cost sheet and pricing level for vehicles under similar terms and conditions.

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

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

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**SECTION 5: PRICING**

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

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

	<u>Qty.</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
5.1 <b>42812 001 006</b> UNIT AS PER SPECIFICATION OMIT ITME, 7.5.1 MANUALS OMIT ITEM, 14.12.1 ENGINE GUARD LED LAMPS OMIT ITEM, 14.12.2 UTILITY RACK WITH STROBES OMIT ITEM, 14.12.3 ELECTRONIC SIREN and AMP KIT OMIT ITEM, 14.12.4 JIMS FORCE FLOW CYLINDER HEAD COOLER OMIT ITEM, 14.12.5 SCREAMING EAGLE PIPES OMIT ITME, 14.12.6 PURSUIT LED LAMPS OMIT ITEM, 14.12.7 AUX BRAKE/RUN/TURN CONVERSION KIT OMIT ITEM, 9.1 OPERATOR TRAINING OMIT ITEM, 9.2 TECHNICIAN TRAINING	3	EA	\$ _____	\$ _____

**OPTIONS**

5.2 <b>42812 009 039</b> OPTION, ITEM 7.5.1 MANUALS	\$ _____
5.3 <b>42812 009 040</b> OPTION, ITEM 14.12.1 ENGINE GUARD LED LAMPS	\$ _____
5.4 <b>42812 009 041</b> OPTION, ITEM 14.12.2 UTILITY RACK WITH STROBES	\$ _____
5.5 <b>42812 009 042</b> OPTION, ITEM 14.12.3 ELECTRONIC SIREN and AMP KIT	\$ _____

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	<u>Qty.</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
5.6 <b>42812 009 043</b> OPTION, ITEM 14.12.4 JIMS FORCE FLOW CYLINDER HEAD COOLER				\$ _____
5.7 <b>42812 009 044</b> OPTION, ITEM 14.12.5 SCREAMING EAGLE EXHAUST PIPES				\$ _____
5.8 <b>42812 009 045</b> OPTION, ITEM 14.12.6 PURSUIT LED LAMPS				\$ _____
5.9 <b>42812 009 046</b> OPTION, ITEM 14.12.7 AUXILIARY BRAKE LIGHT/RUNNING LAMP/TURN CONVERSION KIT				\$ _____
5.10 <b>42812 009 047</b> OPTION, TECHNICIANS TRAINING Provide the Office of Fleet Management Three (3) one-day training program for the MOTORCYCLE, for one (1) person at OFM Training Center. The successful bidder shall incur all expenses for lodging, meals, training materials and transportation (transportation will be via air if more than 25 miles one way).				\$ _____
<b>Extended Total Bid Amount</b> (Unit Price X Quantity for all items bid).				\$ _____

BASIS OF AWARD FOR THIS BID WILL BE ON THE UNIT PRICE, PLUS ALL OPTIONS. THE COST OF ITEM 5.10 TECHNICIAN TRAINING, SHALL NOT BE CONSIDERED FOR THE BASIS OF AWARD.

**TYPE:** **MOTORCYCLE**

**GVWR:** **1,360 LBS.**

**SPEC CODE:** **11031e.11**

**REF PURCHASE DESCRIPTIONS:** **41-V-1N:90**

**VOCATION:** **POLICE HIGHWAY PATROL**

**INTENT** It is the intent of this specification to cover the basic requirements of a well-designed heavy duty, high performance Original Equipment Manufacturer (OEM) certified Police motorcycle. Complete with all equipment necessary and safety items for all-weather use in City type operation. The unit shall be complete in every detail, employing the best workmanship and material to insure ample sturdiness, flexibility and economy of operation.

The following paragraphs cover all equipment, attachments and superstructures included in the modification to the standard specification(s).

Appurtenances and/or accessories not herein mentioned but necessary to furnish a complete unit ready for immediate use upon delivery shall be included and conform to the best practices known in strength, quality, material and workmanship and be subject to these specifications in full. All equipment/accessories standard for the model bid, or any option package required to meet any portion of the specification shall be provided. Delete credit option(s) or dealer piecemealing of items normally supplied in an option package shall not occur without the expressed written consent of the City. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

All specified items shall be factory/manufacturing original equipment and factory installed. Instances where specified items are not available through the manufacturer, the dealer may install "after market". However, these items and installation must be of the best known for the particular industry.

Dealer must furnish at time of delivery, for each piece of equipment being delivered, a line sheet pertaining to all components of the vehicle. This unit must supply as a minimum all standard equipment of the referenced model(s) in this specification.

All wiring shall be color or number coded. Circuit breakers or fuses shall protect all electrical circuits. All chassis-to-body wiring shall be of the **DIN / WEATHERPACK** type connections. All wiring connections shall be crimped and soldered and covered with shrink-wrap.

All wiring and non-hydraulic hoses and tubing throughout shall be protected by convoluted plastic loom. A nylon abrasion sleeve covering and HYCON clamps shall protect all hydraulic hoses and tubing. Rubber grommets shall be supplied on all wiring, hoses, and tubing when passing through any bulkheads, body panels, etc.

It should be noted that the specific requirements, as outlined below, supersede and/or modify the corresponding paragraphs in the standard reference purchase description specification. It also should be noted that any deviation of a line item should be addressed in letterform and included in the bid package.

This specification is not meant to be restrictive. It is recognized that manufacturers may have used different methods to ensure integrity of their system. Bidders may substitute, for evaluation, alternate systems and the testing programs or protocols they have conducted to demonstrate compliance of their product. ("Or Approved Equal" Clause)

### **"OR APPROVED EQUAL"**

The mention in the specifications of, equipment or material by brand name or by such specified description of the same as is hereby made, is intended to convey to the bidder's understanding, the degree of excellence required. Any article, equipment, or material, which will conform to the standards and excellence so established, and is of equal merit, strength, durability and appearance to perform the desired function, and are in service with other major municipalities in the United States, the Bidder is deemed eligible for offer as a substitute. The qualifications of the offering will be judged as to their conformance with these specifications. Any equipment offered other than herein specified will be subject to a competitive demonstration and evaluation by the using department. This demonstration is to be provided on request within ten (10) working days after the receipt of bids. The result of that demonstration and evaluation will be of prime importance in the recommendation to the governing body for the final contract award.

### **MODIFICATIONS TO THE STANDARD SPECIFICATIONS (41-V-1N:90)**

#### **1 SCOPE & CLASSIFICATION:**

This specification, including the technical specifications, covers the general requirements for vehicle equipment and attachments thereto. It includes, but is not limited to, such units as: Tractors, Road Graders, Rollers, Power Mowers, etc.

#### **2 APPLICABLE SPECIFICATIONS:**

The following specifications, of the latest issue in effect on the date of the "Invitation to Bid," shall form a part of this specification:

Department of Transportation - Federal Motor Vehicle Safety Standards

Society of Automotive Engineers, Inc. - SAE Standards & Recommended Practices.

Federal Department of Health, Education and Welfare - Air Pollution Control for New Motor Vehicles.

Commonwealth of Pennsylvania - Traffic & Motor Vehicle Rules and Regulations.

Manufacturer Line - Set Ticket; shall be forwarded to the Bureau of Quality Assurance upon delivery of the unit to the City of Philadelphia, or if Pilot Model, inspection at the factory.

OSHA - Latest Safety Rules & Regulations.

American National Standard Institute (ANSI 871.4-1984).

3.1 **WARRANTY (100% parts, Labor, and Travel Time with No deductible)**

Complete Motorcycle including all added equipment  
2 years Unlimited Miles

NOTE: All minor repairs (over four (4) labor hours) shall be performed within 2 working days, Sundays excluded.

**BIDDER INITIALS** \_\_\_\_\_

All major repairs shall be performed within 7 working days, Sundays excluded.

**BIDDER INITIALS** \_\_\_\_\_

All warranty work performed by City forces will be billed at the rate of \$52.00/hour.

**BIDDER INITIALS** \_\_\_\_\_

Transportation to and from the vendor's site, if required, is the successful bidders responsibility. If transportation is performed by City forces it will be invoiced at **\$52.00/hour (each round trip) plus towing cost if required.**

**BIDDER INITIALS** \_\_\_\_\_

If the time intervals for minor and major repairs are exceeded, **the City of Philadelphia reserves the right to perform warranty work with direct invoicing to the successful bidder, not the manufacturer.**

Copies of Warranty Repair Orders shall be forwarded to the Office of Fleet Management within five (5) days after completion of each repair, including all cost for parts and labor.

**BIDDER INITIALS** \_\_\_\_\_

**WARRANTY REGISTRATION**

The City of Philadelphia requires the successful bidder supply **WARRANTY REGISTRATION** of all warrantable components.

The warranty registration forms shall be supplied to the City, by the successful bidder, listing component description and serial number and chassis serial number. Each form shall require the signature of a representative of the City (OFM), the successful bidder and the subcontractor, where applicable.

If the successful vendor or their subcontractor supply a standard warranty registration form which includes disclaimers, the City reserves the right to refuse to sign. If no other registration for can be supplied the City shall sign the standard form as a **"REGISTRATION ONLY"**.

**BIDDER INITIALS** \_\_\_\_\_

The City recognizes only the warranty terms cited in the **Invitation to Bid** and agreed to in the contract awarded to the successful bidder, under Warranty section and Engineering Responsibility & Chronic Complaints/Failures.

The City reserves the right to hold final payment until all warranty registrations are completed and a copy of such registrations supplied to OFM.

**BIDDER INITIALS** \_\_\_\_\_

### 3.1.1 **ENGINEERING RESPONSIBILITY & CHRONIC COMPLAINTS/FAILURES**

The term **CHRONIC COMPLAINTS/FAILURES**, as used herein, shall mean that the same component, sub-component, assembly or part, such as an engine, transmission, differentials, hydraulic system, pumps, etc. including valves, controls, water pumps, high pressure water systems, etc. develops repeated defects, breakdowns, and/or malfunctions.

The responsibility for the design of this equipment shall rest upon the successful vendor, and they shall consider all elements of operation for which the warranty shall apply. The successful vendor shall be responsible for the compliance and performance of each subcontractor, including all suppliers.

Where the equipment, units and/or sub-components develop **CHRONIC COMPLAINTS /FAILURES** during service operations, the successful vendor will be required to make any engineering design changes, repairs, alterations, retrofits or to make an adequate heavy duty redesign of any component so as to properly correct and continue to render continuous, durable and safe performance. Warranty periods shall be for an additional one year, measured from the completion date of any corrective measures. This additional warranty shall not expire at the end of the initial warranty period even when the correction is performed in the last days of the original, stated, warranty period.

Minor items or ordinary service adjustments are not included nor considered under this scope of **CHRONIC COMPLAINTS/FAILURES**. Conditions caused by other factors such as operational damage due to accidents, vandalism, misuse, or lack of proper maintenance, service, lubrication as prescribed or recommended by the Original Equipment Manufacturer (OEM), are also excluded.

Records and reports will be maintained by the Office of Fleet Management and will be made available for the successful vendor's periodic examination relative to **CHRONIC COMPLAINTS/FAILURES**.

The successful vendor shall provide written reports to the City, detailing the action taken as a result of a notice of complaint describing the failure. Any written notices of complaints or field action with corrections made shall be forwarded directly to the Office of Fleet Management, 100 S. Broad Street, 3rd Floor, Philadelphia, PA 19110, Tel. (215) 686-1825, FAX (215) 686-1829, in numbered report identifying the vehicle's property number, part or serial number of the failed component, with copies to the Bureau of Quality Assurance, same address.

For a fair and equitable evaluation of the **CHRONIC COMPLAINT/FAILURE**, the successful vendor, when notified of service difficulties, will be permitted to make detailed studies, analyze operational conditions and will have access to the equipment in order to make recommendations for corrections so as to obtain the desired safe and durable mechanical performance.

To reduce or eliminate **CHRONIC COMPLAINTS/FAILURES** on equipment, the City, as part of this contract, shall designate a Technical Review Committee, consisting of the Fleet Manager, Fleet Engineer, Deputy Fleet Manager and Operations Manager of the affected equipment, to review, analyze and evaluate any successful vendor=s remedies.

In the event the successful vendor fails to address, or make the proper changes, repairs, modifications, retrofits, or does not render field service after written notice, or unnecessarily delays any actions, the Office of Fleet Management shall have the option of seeking appropriate restitution for loss of production.

The successful vendor shall also be subject for Loss of Use, in the form of rental, lease payments, or a \$200.00 per day fee, while a vehicle is rendered unserviceable or out-of-service.

3.3 **ILLUSTRATIONS & DRAWINGS  
REQUIRED FOR THIS BID  
BIDDER INITIALS \_\_\_\_\_**

3.4 **REPAIR PARTS AND SERVICE**

**RECOMMENDED SPARE PARTS**

The vendor shall furnish with each service manual a list of recommended spare parts. The list shall include all necessary data for ordering the parts, even if originally furnished by other manufacturers.

The vendor warrants that he shall maintain or have maintained a stock of repair parts within the Philadelphia Metropolitan area at inventory levels for the period described hereafter:

The manufacturer shall supply, through a dealer, a published price list for spare parts required to support the units to be manufactured hereunder for ten (10) years from the date of delivery of the last unit.

Technical and field service support shall be provided by the vendor, if necessary. This support shall be by personnel qualified to advise on training, repair and maintenance of the equipment. The technical representatives shall be available in the Philadelphia Metropolitan area when required by the City.

The repair or shop manuals shall include but not be limited to detailed drawings, electric, pneumatic and/or hydraulic schematics, piping diagrams and other pertinent information.

3.5 **CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

The bidder shall certify with the Invitation to Bid that the vehicle, component units, and parts shall be suitable for the work to be performed; will be constructed to definite standard dimensions, with proper clearance and fits; that previously published or set ratings will not arbitrarily be raised without prior approval of the manufacturer of the actual unit and further, that the vehicle offered shall comply in every respect with the terms of the specification. In the event that the vehicle offered does not fully comply. Where NO statement is received, the successful bidder shall be required to meet every requirement of this specification and the Invitation to Bid. These specifications shall be construed as minimum. When the manufacturer's standard exceed these, the unit shall be so furnished.

**4.0 REQUIREMENTS**

**4.1 GENERAL**

Though they may not be specifically enumerated herein, all parts necessary to provide a complete and efficient vehicle shall be furnished. All parts shall conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship. The City reserves the right, at its option alone, to accept vehicles with minor deviations from the specification.

**4.2 MATERIALS**

The vehicle and all parts thereof shall be made of materials which are suitable for the intended service and shall be produced by current standard manufacturing processes. The materials shall be free from characteristics or defects which effect the appearance or which may affect the proper functioning of the finished product.

**4.3 VEHICLE BODY AND CAB COLORS**

**4.3.1 PAINT (SEE SECTION 14)**

**4.3.2 Omit**

**4.3.3 Omit**

**5.0 SHIPMENT AND DELIVERY**

5.1 Delivery Information - Final Delivery shall be made between the hours of 8:00 AM and 3:30 PM, Monday through Friday, except City Holidays. Each unit shall be accompanied by a Delivery Slip which will contain the City's Bid Number, Item Number, Purchase Order Number, and Serial Number of the Unit.

**VENDOR MUST NOTIFY OFM, THIRTY (30) DAYS PRIOR TO MAKING ANY DELIVERY.**

**DELIVERY CONTACT PERSON:** LANCE WILUS (215-686-1875)  
FRED HARRISON (215-686-1879)  
OFFICE OF FLEET MANAGEMENT  
100 S. BROAD STREET, 3RD FLOOR  
PHILADELPHIA, PA 19110

**DELIVERY LOCATION:** OFFICE OF FLEET MANAGEMENT  
SHOP 415  
3895-99 RICHMOND STREET  
PHILADELPHIA, PA 19137  
PHONE (215) 685-1336

- 5.2 Where mounted equipment, such as Bodies & Accessories, are to be furnished under separate contracts, the vehicle vendor shall deliver the vehicle to the mounted equipment vendor location designated by the City. He shall secure a dated receipt for delivery with a copy for the City.

The prime vehicle bidder shall be responsible for providing a vehicle complete in accordance with all the provisions for this specification and the Invitation(s) to Bid for both the vehicle and the mounted equipment. Upon completion of the work for which he is responsible, the mounted equipment vendor shall delivery the complete unit to the City of Philadelphia. It is the responsibility, however, of the vehicle vendor to obtain State Inspection Stickers on each vehicle, and therefore, he shall make such arrangements with the mounted equipment vendor as may be mutually agreeable, which will enable the vehicle vendor to get the necessary State Inspection before final delivery to the City.

### 5.3 DELIVERY CONDITIONS

5.3.1 Equipment regardless of delivery point, shall be ready for use including all lubricants, coolant and operating fluids as required, minimum of \_\_\_ gallons of fuel, equivalent amount of diesel engine fluid, if required. Battery shall be fully charged, tires properly inflated.

5.3.2 Vehicles delivered with liquid cooled engines shall be winterized with “Long-life” type antifreeze for a temperature of -30 degrees F.  
Battery shall be fully charged and tires properly inflated.

#### 5.3.3 OMIT

5.3.4 Unloading and any labor, equipment or material required for it shall be the responsibility of the vendor. The City shall designate the unloading area.

## 6.0 INSPECTION

### 6.1 Pennsylvania State Inspection(s)

Each vehicle shall pass the Vehicle Code Examination of the Department of Transportation, Commonwealth of Pennsylvania; when delivered, chassis vendor shall have attached current State Inspection Stickers In the proper location.

#### 6.1.1 Exhaust Emissions Inspection

All vehicles with GVW's subject to the provisions of the Pennsylvania Department of Transportation exhaust emission regulations must meet said requirements and have the appropriate sticker affixed to the windshield, along with the State Vehicle Inspection Sticker, when the vehicle is delivered to the City.

#### 6.2.1 CITY DELIVERY INSPECTION

City Inspection of delivered vehicles will be conducted at the specified delivery point. It will be conditioned upon the satisfaction of all of the requirements of this specification and the Invitation to Bid.

Upon **final delivery to the City**, any vehicle(s) not meeting the requirements of the specification and the Invitation to Bid will be rejected. All rejected vehicles must be removed from the City's equipment delivery location within 48 hours of notification to the bidder / vendor.

**BIDDER INITIALS** \_\_\_\_\_

Upon **final delivery to the City**, in addition to liquidated damages (if applicable), the City at its sole discretion will charge the vendor / successful bidder a re-inspection fee of **\$150.00** for each occasion a vehicle(s) / equipment not meeting the requirements of the specification and Invitation of Bid. This re-inspection fee will be assessed for each occasion a unit must be re-inspected.

This re-inspection fee will be deducted from the invoice for unit(s) not meeting the requirements of the specification and the Invitation to Bid.

**BIDDER INITIALS** \_\_\_\_\_

6.3 Provide the Office of Fleet Management one (1) pilot inspection at the manufacture plant, for one (1) person on each inspection trip. The successful bidder shall incur all expenses for lodging, meals, and transportation (transportation will be via air if more than 125 miles one way).

6.4 OFM, Bureau of Quality Assurance, shall be notified when the pilot or first production model is available for inspection.

**7.0 CERTIFICATIONS & MANUALS TO BE FURNISHED BY VENDOR**

7.1 Provide an operator's handbook with each vehicle.

7.2 Title Application (MV-1) executed in the name of:

City of Philadelphia - Office of Fleet Management  
100 South Broad Street, 3<sup>rd</sup> Floor  
Philadelphia Pa 19110

**\*Notarization is required.**

7.3 All vendors shall provide the necessary documents for the City to take Title to the vehicle in accordance with the Pennsylvania Motor Vehicle Code. **ALL THE ITEMS, INVOICE (STATE ORIGINAL), MSO, MV-1, SECOND STAGE STICKER, ETC) ARE TO BE HAND DELIVERED FOURTEEN (14) DAYS PRIOR TO DELIVERY TO:**

All bidders shall submit with their bid a dimensioned weight distribution chart showing an unladen and a fully laden units.

**GROSS VEHICLE WEIGHT AND DRY CHASSIS WEIGHT RATINGS**

These shall be as specified in the Invitation to Bid. The gross vehicle weight rating shall include the weight of the complete chassis and cab.

CITY OF PHILADELPHIA  
OFFICE OF FLEET MANAGEMENT  
BUREAU OF QUALITY ASSURANCE  
100 S. BROAD STREET, 3RD FLOOR  
PHILADELPHIA, PA 19110

7.4 **OMIT**

7.5 Manuals, Operation, Maintenance and Repair Data

Prior to the delivery of the first units, the vendor shall forward directly to the Office of Fleet Management, Maintenance, Operating and Repair manuals and Parts Lists as specified below.

The manuals shall be shipped separately to OFM 100 S. Broad Street 3rd Floor, Phila, Pa. 19110 and not with the units. All manuals shall be in the form of neatly bound books, with durable covers, and shall be properly identified with the manufacturer's name, model and serial number of the equipment.

The operating and maintenance or shop manuals shall be the latest manufacturer's handbook, covering in detail the recommended operating, maintenance and service procedures.

Where components or equipment of several manufacturers have been used in manufacturing the unit, the manuals shall include operating, maintenance and repair information and parts lists of all manufacturers covering all of the components used. Where the vendor or manufacturer uses components manufactured by other in building equipment which he sells under his own trade name, he shall furnish the parts numbers and full data of the original manufacturers of all components used, where possible, as well as the part numbers he may assign to these components as being parts of his product.

7.5.1 One (1) set of manuals (See Option 5.9)

Each manual shall cover chassis, superstructure, engine, transmission, differential, hydraulic system and all other added equipment. Operating Instructions and schematics including:

Maintenance Instructions	Emission Diagrams
Repair Instruction	Electric Wiring Diagrams
Parts Information	Collision

Provide an eight year subscription to all manufacturer issued Service Bulletins (two for each vehicle supplied under this order)

**NOTE: Provide two (2) additional sets of operators manuals, these manuals are to be delivered one month prior to delivery.**

### 7.5.2 Preventive Maintenance Instructions

In addition to the manuals specified above, the vendor shall furnish an equal number of condensed Preventive Maintenance Instructions for all parts of the unit. These instructions shall consist of manufacturers' recommendations for periodic lubrication, cleaning and other preventive maintenance services, and shall be made up in a compact form covering the particular unit delivered.

### 7.5.3 **RECOMMENDED SPARE PARTS**

The vendor shall furnish with each service manual a list of recommended spare parts. The list shall include all necessary data for ordering the parts, even if originally furnished by other manufacturers.

The vendor warrants that they shall maintain or have maintained a stock of repair parts within the Philadelphia Metropolitan area at inventory levels for the period described hereafter:

The manufacturer shall supply, through a dealer, a published price list for spare parts required to support the units to be manufactured hereunder for ten (10) years from the date of delivery of the last unit.

Technical and field service support shall be provided by the vendor, if necessary. This support shall be by personnel qualified to advise on training, repair and maintenance of the equipment. The technical representatives shall be available in the Philadelphia Metropolitan area when required by the City.

The repair or shop manuals shall include but not be limited to detailed drawings, electric, pneumatic and/or hydraulic schematics, piping diagrams and other pertinent information.

### 7.6 **QUESTIONS REGARDING BID**

All questions regarding Bid Specification should be directed to the Office of Fleet Management.

Lance Wilus, 215-686-1875 / E-Mail – [lance.wilus@phila.gov](mailto:lance.wilus@phila.gov)

Fred Harrison, 215-686-1879 / E-Mail – [Frederick.harrison@phila.gov](mailto:Frederick.harrison@phila.gov)

### 8.0 **SIGNS**

Signs, decals, and etc. showing dealer's name and/or address, shall not be permitted on the outside of the unit.

**8.1** Manufactures name(s), address and striping shall be removed before delivery.

## 9.0 **SCHOOLS - INSTRUCTIONS AND TRAINING**

The vendor shall furnish three (3) video training films, DVD, covering the following subjects (if available):

- Operator Training
- Routine Maintenance
- Preventive Maintenance

If the vendor does not have video training films available at the time of the bid opening, it shall be acceptable to the City that the vendor record the training sessions at the time of the training, making three (3) copies available to the City.

In addition, the vendor shall instruct City employees in the operation, servicing and maintenance of the units or equipment delivered at the following City facilities and at such times as the Engineer may designate, all within thirty days after final acceptance of the first unit.

- 9.1 Operators      Location to be determined  
One (1) day program.
- 9.2 Technicians    OFM Training Center  
Three (3) one-day programs

Training shall be provided by a qualified factory authorized service representative to be in attendance when units are delivered. The factory representative shall be prepared and qualified to make all necessary adjustments to the units and to give instruction of the operation of the units when placed in service.

10.0 **OMIT**

11.0 **OMIT**

12.0 **OMIT**

13.0 **OMIT**

14.0 **POLICE MOTORCYCLE**  
**REF: HARLEY DAVIDSON FLHP ROAD KING POLICE or APPROVED EQUAL**

14.1 **Engine**

- 14.1.1 Provide an OHV Twin Cam High Output Vibration Isolated V-Twin engine, air-cooled, with a compression ratio 9.7:1 (min), equipped with OE standard oil cooler, two cylinders with overhead valves and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.

- 14.1.2 Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers.
- 14.1.3 Provide an Electronic Sequential Port Fuel Injection System (ESPFI)
- 14.1.4 Provide chain drive twin cams
- 14.1.5 Provide hydraulic lifters requiring no maintenance service adjustments
- 14.1.6 Provide a chrome, two (2) into one (1) into two (2) exhaust system.

## 14.2 Clutch/Transmission

- 14.2.1 Provide a clutch with the latest multiple nine (9) wet plate design, with a cable actuated clutch system.
- 14.2.2 The transmission shall be of the latest design, manual type, with not less than six (6) forward speeds.
- 14.2.3 Provide clutch disengage for starter motor operation
- 14.2.4 The primary drive shall be a double-row chain with 34/36 rotation, with a greaseless shifter shaft with “anti-vibration” rubber spacers.
- 14.2.5 Provide a neutral gear indicator for operator
- 14.2.6.1 Provide a final drive with a rubber isolated 68 tooth drive socket

## 14.3 Transmission Forward Gear Ratios

1 <sup>st</sup>	9.593
2 <sup>nd</sup>	6.650
3 <sup>rd</sup>	4.938
4 <sup>th</sup>	4.000
5 <sup>th</sup>	3.407
6 <sup>th</sup>	2.875

## 14.4 Brakes

- 14.4.1 Provide Reflex™ Linked Braking with ABS, linking disengages below 25 mph
- 14.4.2 Motorcycle shall be equipped hydraulic disc brakes for both front and rear brakes
- 14.4.3 The front brakes shall have dual 11.81-inch diameter floating discs
- 14.4.4 The rear brakes shall have a single disc, with a uniform expanding rear rotor.
- 14.4.5 Provide brakes calipers with 4 pistons, should be relatively free of heat fade.
- 14.4.6 Provide an anti-lock brake system (ABS) with indicator.

**14.5 Suspension**

- 14.5.1 Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.
- 14.5.2 Provide 49 mm telescopic front forks
- 14.5.3 Provide rear air-adjustable shocks with rear suspension swing arm bearing that require no lubrication for lift of cycle.

**14.6 Wheels/Tires**

- 14.6.1 Black Impeller™ Cast Aluminum wheels, rim material to be impermeable to compressed air.
- 14.6.2 Provide tubeless type tires that have a non-skid tread designed to operate on paved highways and shall be a reinforced four (4)-ply fabric type.
- 14.6.3 Tires shall have a bead-retention designed to remain on wheel during sudden pressure loss.
- 14.6.4 Provide a sealed automotive style wheel bearings requiring no end-play adjustment, and service interval of 100,000 miles.

**14.7 Fuel Tank**

- 14.7.1 Provide a fuel tank with a capacity of at least six (6) U. S. gallons (or 22.71 liters), and must provide a minimum of 1 gal (3.8L) reserve fuel capacity when main supply is exhausted.
- 14.7.2 Provide an electric fuel pump.

**14.8 Electrical System**

- 14.8.1 Provide an electrical system with a nominal 12-volt system with the following;
- 14.8.2 Provide a battery of sealed type, heavy-duty maintenance-free, 12-volt, with a minimum rated capacity – 28 ampere hours (Battery Council International rating), 270 cold cranking amps.
- 14.8.3 Provide an ignition with a non-waste spark, alpha control system.
- 14.8.4 Provide an electrical charging System that shall consist of a three-phase, 50-amp high output alternator, solid state regulator.
- 14.8.5 Provide connectors that are industrial grade throughout and provided an electrical accessory connection.

- 14.8.6 Provide hand controls that are water-resistant type with integrated switches.
- 14.8.7 Provide a starting system with a 12-volt starter, solenoid operated engagement, relay required.
- 14.8.8 Provide a horn that has sound levels audible above motorcycle and traffic-generated noise.

**14.9 Lighting**

- 14.9.1 Provide dual halogen headlight with high-beam indicator.
- 14.9.2 Provide front emergency lamps PAR-36 (min), with one (1) red and one (1) blue (incandescent)
- 14.9.3 Provide a tail lamp that meets or exceeds NVSS.
- 14.9.4 Provide turn signals that are self-cancelling type with indicators.
- 14.9.5 Provide four (4) way flashers with an independent switch operation and indicator.
- 14.9.6 Provide a rear (red) LED fender tip light for identification.

**14.10 Visual Displays**

- 14.10.1 Provide a speedometer with analog & digital display with a range 0-120 mph (or kph equivalent) with two (2) re-settable trip meters, and speed capture with digital speed display.
- 14.10.2 Provide a gear indicator
- 14.10.3 Provide an odometer that is calibrated and cumulative.
- 14.10.4 Provide an analog tachometer
- 14.10.5 Provide a fuel gage
- 14.10.6 Provide emergency light activation Indicators with separate indicators for front and rear emergency lights and a stealth mode indicator when activated.
- 14.10.7 Provide a cruise control indicator for operator
- 14.10.8 Provide a sight glass on master cylinder for visual inspection of brake fluid.
- 14.10.9 Provide a fuel mileage till empty display and low fuel indicator lamp.
- 14.10.10 Provide a low oil pressure lamp indicator
- 14.10.11 Provide an engine diagnostic/warning light indicator

**14.11 Other Requirements**

- 14.11.1 Provide a seat of deluxe solo saddle special police type with breathable material covering and adjustable coil over spring suspension system
- 14.11.2 Provide a power-on for emergency equipment for a 30 minute (min) interval with ignition off.
- 14.11.3 Provide a side jiffy stand with electronic disengage to prevent drive in the vent that the jiffy stand is deployed.
- 14.11.4 Provide pivoting-type foot boards with non-skid rubber pads.
- 14.11.5 Provide a front engine guard bar and rear saddlebag guard bars.
- 14.11.6 Provide factory installed saddlebags that are of law enforcement type, injection molded GTX saddlebag, with approx.. 2000 CU. IN. of storage space per bag, and must be water-resistant with a one (1) touch latch operation.
- 14.11.7 Provide a windshield constructed of clear polycarbonate and design to break away with minimal force.
- 14.11.8 Provide 2 mirrors, mounted on handle bars that are of long stem type and are true image mirrors.
- 14.11.9 Provide a one (1) key fits all lock with an extra 4 keys.

**14.12 Police Package Option(s)**

- 14.12.1 Provide LED strobe kit, red and blue, on engine guard  
REF: HARLEY/DAVIDSON
- 14.12.2 Provide utility rack on rear fender with three (3) LED strobe kit, one (1) on each side and one (2) on the rear.  
REF: HAVIS
- 14.12.3 Provide an electronic siren and amp kit  
REF: HARLEY/DAVIDSON
- 14.12.4 Provide a Jims Force Flow Cylinder Head Cooler.
- 14.12.5 Provide Screaming Eagle Exhaust Pipes
- 14.12.6 Provide pursuit LED lamps  
REF: HARLEY/DAVIDSON
- 14.12.7 Provide an auxiliary brake light/running light/turn signal conversion kit.  
REF: HARLEY/DAVIDSON, MODEL # 68000123A

**CITY OF PHILADELPHIA  
PROCUREMENT DEPARTMENT  
STANDARDS DIVISION**

No. 41-V-1N:90  
supersedes 41-V-1M:89  
Effective Date: 6/1/90

**SPECIFICATION**



**VEHICLE EQUIPMENT & ATTACHMENTS EXCEPT:  
PASSENGER VEHICLES & TRUCKS**

- (1) **SCOPE & CLASSIFICATION:**  
This specification, including the technical specifications, covers the general requirements for vehicle equipment and attachments thereto. It includes, but is not limited to, such units as: Tractors, Road Graders, Rollers, Power Mowers, etc.

- (2) **APPLICABLE SPECIFICATIONS:**  
The following specifications, of the latest issue in effect on the date of the "Invitation to Bid," shall form a part of this specification:

**Department of Transportation - Federal Motor Vehicle Safety Standards**

- Department of Transportation - Federal Motor Vehicle Safety Standards
- Society of Automotive Engineers, Inc. - SAE Standards & Recommended Practices.
- Federal Department of Health, Education and Welfare - Air Pollution Control for New Motor Vehicles.
- Commonwealth of Pennsylvania - Traffic & Motor Vehicle Rules and Regulations
- Manufacturer Line - Set Ticket; shall be forwarded to the Director, Automotive Services, upon delivery of chassis to the City of Philadelphia, or if Pilot Model, inspection at the factory.
- OSHA - Latest Safety Rules & Regulations.
- American National Standard Institute (ANSI 871.4-1984).

(3) **GENERAL BIDDING CONDITIONS:**

3.1 **WARRANTY** - In addition to any policy guarantees usually extended to the general public, the contractor shall guarantee the vehicle and body, and parts thereof, against defective material, workmanship and/or faulty design for a period of one year from date of acceptable delivery to the Department of Public Property. The vendor shall replace all defective assemblies or parts without cost to the City (including labor) f.o.b. manufacturer's nearest dealer, or branch, or to the original destination, whichever is designated by the using agency. The contractor shall make immediate replacement from his plant or through his dealer or branch. Warranty shall be at least \$40.00 per hour, plus 15% parts & handling charges, when repairs are performed at City garages.

3.1.1 All warranty claims, cards, certificates, recalls, processing, and all Technical Service Bulletins or other maintenance and Warranty information shall be addressed to the "City of Philadelphia" and the various listed Using Departments' Automotive Unit. Using Departments with maintenance facilities will administer their own Manufacturers' Warranty Program. The Department of Public Property will be responsible for all other Departments.

<u>Department</u>	<u>Address</u>	<u>Phone No.</u>
Streets		
Sanitation	2601 Glenwood Avenue 19121	215-978-3968
Highway	4040 Whitaker Avenue 19124	215-685-9800
Water	1123 Adams Avenue 19124	215-685-1377
Fairmount Park	Memorial Hall - West Park 19131	215-685-0128
Human Services		
Prisons	7901 State Road 19136	215-335-8839
Commerce/Aviation	South Island Avenue 19153	215-492-3115
Police	26 <sup>th</sup> & Master Sts. 19121	215-686-3114

<u>Department</u>	<u>Address</u>	<u>Phone No.</u>
Public Property		
Shop I	11 <sup>th</sup> & Reed Sts. 19147	215-685-1857
Shop II	Front St. & Hunting Park	215-685-9100

3.2 Questionnaires included with the "Invitation and Bid" shall be completely filled out and submitted by the bidder with his bid.

3.3 **ILLUSTRATIONS AND DRAWINGS**

The bidder shall furnish with his bid, two sets of illustrations and complete data sheets to assist the purchasing and using agencies in determining whether the vehicle offered is adequate to perform the work specified.

3.4 **REPAIR PARTS AND SERVICE**

As the continuous operation of this equipment is of the utmost importance, contractor shall be able to furnish, upon request, sources of maintenance and repair parts and supplies for a period of ten (10) years.

3.5 **CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

The bidder shall certify with the Invitation to Bid that the vehicle, component units, and parts shall be suitable for the work to be performed; will be constructed to definite standard dimensions, with proper clearance and fits; that previously published or set ratings will not arbitrarily be raised without prior approval of the manufacturer of the actual unit and further, that the vehicle offered shall comply in every respect with the terms of the specification. In the event that the vehicle offered does not fully comply. Where NO statement is received, the successful bidder shall be required to meet every requirement of this specification and the Invitation to Bid. These specifications shall be construed as minimum. When the manufacturer's standard exceed these, the unit shall be so furnished.

(4) **REQUIREMENTS:**

4.1 **GENERAL** - Though they may not be specifically enumerated herein, all parts necessary to provide a complete and efficient vehicle shall be furnished. All parts shall conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship. The City reserves the right, at its option alone, to accept vehicles with minor deviations from the specification.

4.2 **MATERIALS** - The vehicle and all parts thereof shall be made of materials which are suitable for the intended service and shall be produced by current standard manufacturing processes. The materials shall be free from characteristics or defects which effect the appearance or which may affect the proper functioning of the finished product.

4.3 **VEHICLE BODY AND CAB COLORS:**

4.3.1 City of Philadelphia - Standard Paint Colors and Lettering shall be as follows:

<b><u>DEPT.</u></b>	<b><u>COLOR</u></b>	<b><u>DUPONT REF.#</u></b>	<b><u>LETTERING COLOR</u></b>
Fire	Red	55141-U	GOLD LEAF
Police	White	92635	NONE
All Other Depts.	Safety Yellow	75306	Blue

4.3.2 All Lettering, listed above, shall be three inches high, on front doors, both sides of vehicle as follows:

**PHILADELPHIA  
(NAME OF DEPT)  
(VEH PROP #)**

4.3.3 All vehicles or equipment shall have 1-1/2 inch size property numbers placed on the left side of the front bumper or a like front area on the body and three inch size property numbers on the rear of the body or its rear bumper.

(NOTE): Stenciling of lettering is not acceptable.

(NOTE): On Farm Type Tractors and other Equipment not having doors, or sufficient space for lettering as required, the most practical position for lettering on each side of the vehicle shall be used. Final approval for this deviation shall be by the Director of Automotive Services, Department of Public Property.

4.4 **FINISH** - Surfaces and parts not having a polished metal finish shall be color coated on a rust-inhibiting primer or properly prepared undercoat. Finish color shall be as required in Section 4.3.1. All metal surfaces which are to be concealed shall be coated with a good coat of primer with rust-inhibiting properties.

4.5 **WORKMANSHIP** - Workmanship shall conform to current best manufacturing practices followed for vehicles of similar type and capacity. Component parts and units shall be manufactured to definite standard dimensions, with proper fits and clearance.

(5) **SHIPMENT & DELIVERY:**

5.1 **DELIVERY INFORMATION** - Final Delivery shall be between the hours of 8:00 AM and 4:00 PM, from Monday to Friday, excluding City holidays. Each vehicle shall be accompanied by a delivery slip which will contain the City's Bid Number, the Purchase Order Number, the Item Number (noted on the Purchase Order), and the Serial Number of each individual vehicle/equipment. Delivery shall be made to:

**DEPARTMENT OF PUBLIC PROPERTY  
AUTOMOTIVE SERVICES DIVISION  
FRONT AND HUNTING PARK AVENUE  
PHILADELPHIA, PA 19124**

**PHONE: (215) 685-9114**

**PHONE (215) 685-9115**

Unless another location is designated by the Department of Public Property or in the Invitation to Bid. If the delivery location is changed after the award is made, the Department of Public Property will provide at least one week's notice.

5.2 Where mounted equipment, such as Bodies & Accessories, are to be furnished under separate contracts, the vehicle vendor shall deliver the vehicle to the mounted equipment vendor location designated by the City. He shall secure a dated receipt for delivery with a copy for the City.

The prime vehicle bidder shall be responsible for providing a vehicle complete in accordance with all the provisions for this specification and the Invitation(s) to Bid for both the vehicle and the mounted equipment. Upon completion of the work for which he is responsible, the mounted equipment vendor shall delivery the complete unit to the City of Philadelphia. It is the responsibility, however, of the vehicle vendor to obtain State Inspection Stickers on each vehicle , and therefore, he shall make such arrangements with the mounted equipment vendor as may be mutually agreeable, which will enable the vehicle vendor to get the necessary State Inspection before final delivery to the City.

**5.3 DELIVERY CONDITIONS**

- 5.3.1 Vehicles, regardless of delivery point, shall be ready for use including all lubricants, coolant and operating fluids, as required.
- 5.3.2 Vehicles delivered with liquid cooled engines shall be winterized with permanent type antifreeze for a temperature of -30 degrees F. Battery shall be fully charged and tires properly inflated.
- 5.3.3 Timing shall be adjusted for proper operation with unleaded gasoline, unless Diesel or LPG powered. Ten (10) gallons of fuel is required; if tank capacity is less than 10 gallons, 1/2 tank full shall be provided.
- 5.3.4 Unloading and any labor, equipment or material required for its shall be the responsibility of the vendor. The City shall designate the unloading area.

**(6) INSPECTION:**

- 6.1 **STATE INSPECTION REQUIREMENTS** - If applicable, each vehicle shall pass the Vehicle Code Examination of the Department of Revenue, Commonwealth of Pennsylvania; this examination shall include exhaust gas emissions testing. When delivered, vehicle vendor shall have attached a current State Inspection Sticker in the proper location.

- 6.2 **CITY INSPECTION**  
Vehicles shall be inspected at delivery point for condition and compliance with specifications. Final acceptance will be conditioned upon the satisfaction of these requirements.
- 6.3 **PRE-PRODUCTION INSPECTION**  
Provide transportation and costs for two (2) persons to inspect pilot model at factory. All preparations, travel, lodging, meals or other arrangements will be made by the bidder at his own expense.
- 6.4 Director of Automotive Services, Department of Public Property, shall be notified when pilot or first production model is available for inspection at manufacturer's plant.

(7) **CERTIFICATES & MANUALS TO BE FURNISHED BY VENDOR:**

- 7.1 Operator's Handbook with each vehicle
- 7.2 Title Application (MV-1) executed in the name of:

**THE PHILADELPHIA MUNICIPAL AUTHORITY  
C/O CITY OF PHILADELPHIA  
ROOM 1140, MUNICIPAL SERVICES BUILDING  
PHILADELPHIA PA 19102**

If City Purchase:

**CITY OF PHILADELPHIA  
DEPARTMENT OF PUBLIC PROPERTY  
ROOM 1140, MUNICIPAL SERVICES BUILDING  
PHILADELPHIA, PA 19102**

Commonwealth of Pennsylvania vendors shall provide State Form MVI Application for Title" and Manufacturer's Statement of Origin.

- 7.3 All vendors shall provide, where applicable, Certificate of Origin and MV-1 Form required to take Title of the vehicle in Pennsylvania.

**FINANCIAL RESPONSIBILITY STATEMENT**

Successful bidder is to provide with each delivered vehicle a Pennsylvania "Financial Responsibility Statement" Card (MV-45) completely filled out, as per instructions thereon, for that vehicle.

(NOTE) Out-of-State vendors are not required to provide this form.

7.4 Each vehicle shall be photographed, complete with all equipment, for purposes of registration, if required, with the Commonwealth of Pennsylvania.

7.5 Vendor shall supply Director of Automotive Services, Public Property, not less than five (5) copies each (for chassis, body and accessories furnished) of Shop Manuals, Parts Catalogues, Flat Rate Manuals and Price Lists, including updating supplements, for a period of one year for each type of vehicle. The City shall pay the vendor his costs for obtaining any additional copies of the above required by the Operating Department.

7.6 **QUESTIONS REGARDING BID**

All questions regarding Bid Specifications should be directed to the Director of Automotive Services Division, Room 1140, M.S.B. or call Extension (215) 686-4481.

(8) **SIGNS:**

Signs, decals, & etc. showing dealer's name and/or address, shall not be permitted on the outside of the unit.

(9) **SCHOOLS:**

Each bidder shall arrange with the Director of Automotive Services, Department of Public Property, a formal school training program for current year vehicles and equipment bid upon. These schools shall be available for all concerned City employees, such as: Foremen, Inspectors, & Maintenance Mechanics. Public Property shall make available classroom facilities at Shop 2, Front Street & Hunting Park Avenue or another designated place.

(10) **TRAILERS:**

- 10.1 Electric brakes all wheels.
- 10.2 Fenders, Steel
- 10.3 Brakes, turn signals, license plate, running lights and highway lighting kit - 12 volts, I.C.C. requirements
- 10.4 Lighting package with 6-way connectors
- 10.5 Automotive breakaway system
- 10.6 Heavy-duty hose leveling adjustable jack with eye-hitch and safety chains.
- 10.7 Reflectors
- 10.8 Back of Equipment to have black safety stripes, if applicable.
- 10.9 Rated Weight Capacity attached to trailer.

(11) **FORK LIFTS**

- 11.1 Yellow rotating beacon light arrow 532 or equal
- 11.2 Overhead protection guard for operator
- 11.3 Back up alarm

(12) **SWEEPERS, SCRUBBERS:**

- 12.1 Yellow rotating beacon light.
- 12.2 Back up alarm
- 12.3 Head, tail, instrument, brake lights and turn signals - 4 way flashers

(13) **TRACTORS, LOADERS, GOLF TYPE CARTS AND OTHER RIDER TYPE EQUIPMENT**

- 13.1 Two dual beam headlights
- 13.2 Two front and rear work lights
- 13.3 Taillights and reflectors
- 13.4 Hazard safety flashing
- 13.5 Yellow rotating beacon light
- 13.6 Back up alarm
- 13.7 Slow moving vehicle emblem.

APPENDIX       
**CITY OF PHILADELPHIA**  
**OFFICE OF ECONOMIC OPPORTUNITY**  
**ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED BUSINESS**  
**ENTERPRISES**  
**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS**  
**(Police Highway Patrol Motorcycle- Bid-S6YN2010)**

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City's Office of Economic Opportunity ("OEO").

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, "NOCO").<sup>1</sup>

For this NOCO, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, "M/W/DSBEs"), but applicant is still required to exercise its Best and Good Faith Efforts to include M/W/DSBEs in its proposal. "Best and Good Faith Efforts" are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful participation of M/W/DSBEs in the work described by the NOCO. Applicant's desire to self-perform all of the work does not excuse applicant from its exercise of Best and Good Faith Efforts. Solicitations and any commitments with M/W/DSBEs shall be designated on the Solicitation For Participation and Commitment Form. The submission of this form and any supporting documentation (more fully discussed below) is an element of responsiveness to the NOCO and failure to submit the required information will result in rejection of your proposal.

Applicant hereby verifies that all forms, information and documentation submitted to OEO are true and correct and is notified that the submission of false information by applicant is subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two years. Applicant also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any Contract awarded pursuant to this NOCO, applicant fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

#### **A. M/W/DSBE PARTICIPATION**

1. Only firms that are certified by an approved certifying agency<sup>2</sup> and identified in the OEO Certification Registry by the time of contract award will be counted for participation. An OEO Certification Registry is maintained by the OEO and is available online at [www.phila.gov/OEO/directory](http://www.phila.gov/OEO/directory). Firms owned and

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<sup>1</sup> The term "Notice of Contracting Opportunity," shortened to the acronym "NOCO," refers to the City's contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.

<sup>2</sup> Approved certifying agencies are identified on the OEO webpage found at [www.phila.gov/OEO](http://www.phila.gov/OEO). Applicant is strongly encouraged to search the Pennsylvania Unified Certification Program ("PaUCP") Directory which offers a robust listing of DBEs; the PaUCP Directory is found at [www.paucp.com](http://www.paucp.com).

controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

2. Participation is counted only if the M/W/DSBE performs a commercially useful function ("CUF"). An M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the NOCO) which is worthy of the dollar amount of the M/W/DSBE's participant agreement and the M/W/DSBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the services of the participant agreement with its own employees. For suppliers, an M/W/DSBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a proposal by proposal basis as informed by prevailing industry standards and the M/W/DSBE's NAIC codes.

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

4. An MBE/WBE/DSBE submitting as the prime applicant is required, like all other applicants, to submit a proposal that is responsive to the Policy. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this contract, may be counted only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

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

5. M/W/DSBE subcontractors must perform at least twenty percent (20%) of the total amount of work to be performed under the subcontract with their own employees.

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

## **B. RESPONSIVENESS**

1. A proposal responsive to the Policy is one which contains documentary evidence of the applicant's exercise of Best and Good Faith Efforts. The applicant's Solicitation For Participation and Commitment Form should include evidence of the M/W/DSBEs that have been solicited and any commitments to use M/W/DSBEs in performance of the contract. This form should be submitted with applicant's proposal but the City, at its sole discretion, may allow applicants to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. As an expression of Best and Good Faith Efforts, the Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted

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

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

2. In evaluating applicant's Best and Good Faith Efforts, OEO will review the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve meaningful M/W/DSBE participation in this contract. Failure to submit the documentary evidence of Best and Good Faith Efforts will result in rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow applicants to submit or amend their submission at any time prior to award which may result in revision to applicant's participation commitments. The submission shall contain and discuss, at a minimum, the following:

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

The applicant's documentary evidence will be reviewed by the OEO to determine whether applicant exercised Best and Good Faith Efforts. Applicant's expressed desire to self-perform services with its own employees will not excuse applicant from exercising Best and Good Faith Efforts to include M/W/DSBEs in its proposal. OEO's review will include consideration of the following:

- Whether the applicant's actions were motivated by considerations of race or gender or disability. The OEO may investigate the applicant's contracting activities and business practices on similar public and private sector contracts. For example, if applicant rejects any M/W/DSBE based on price, applicant must fully document its reasons for the rejection and also demonstrate that applicant subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subproposal as others who were solicited by applicant. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether applicant short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-proposal meetings.
- Whether the applicant's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether applicant selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether applicant employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

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

▪ If the proposal is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director shall be final.

### **C. RESPONSIBILITY**

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful applicant is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the services and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. Unless otherwise specified in the M/W/DSBE Subcontract, the successful applicant shall, within five (5) business days after receipt of a payment from the City for services performed under the contract, deliver to its M/W/DSBE participants, their proportionate share of such payment for services performed (including the supply of materials). In connection with the payment of its M/W/DSBE participants, the successful applicant agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE participant identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE participant(s) any legal rights or remedies in connection with the subcontracted services pursuant to Executive Order 03-12 or by reason of any contract resulting from the NOCO except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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

### **D. ACCESS TO INFORMATION**

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

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

## **E. RECORDS AND REPORTS**

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

## **F. REMEDIES**

1. The successful applicant's compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- Debar successful applicant from proposing on and/or participating in any future contracts for a maximum period of three (3) years.
- Withhold from the contract payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall be collected and considered not as a penalty but as liquidated damages for the successful applicant's failure to comply with the contract.

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

**ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**  
**Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises**

**DEPARTMENT OF COMMERCE**  
**OFFICE OF ECONOMIC OPPORTUNITY (OEO)**

<b>Bid Number or Proposal Title:</b> S6YN2010		<b>Name of Bidder/Proposer:</b>		<b>Bid/RFP Opening Date:</b>	
<b>Police Highway Patrol Motorcycle</b>					
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.					
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		<b>Work or Supply Effort to be Performed</b>		<b>Date Solicited</b> By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>	
<b>Company Name</b>		<b>Commitment Made</b> Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>		<b>Give Reason(s) If No Commitment</b>	
<b>Address</b>		<b>Amount Committed To</b> Dollar Amount \$ _____		<b>Percent of Total Bid/RFP</b> % _____	
<b>Contact Person</b>		<b>Quote Received</b> YES? <input type="checkbox"/> NO <input type="checkbox"/>		<b>Commitment Made</b> Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>	
<b>Telephone Number</b>		<b>By Phone</b> <input type="checkbox"/> <b>By Mail</b> <input type="checkbox"/>		<b>Amount Committed To</b> Dollar Amount \$ _____	
<b>Telephone Number</b>		<b>Quote Received</b> YES? <input type="checkbox"/> NO <input type="checkbox"/>		<b>Percent of Total Bid/RFP</b> % _____	
<b>Email Address</b>		<b>Commitment Made</b> Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>		<b>Give Reason(s) If No Commitment</b>	
<b>OEO REGISTRY #</b>		<b>CERTIFYING AGENCY</b>		<b>Commitment Made</b> Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		<b>Work or Supply Effort to be Performed</b>		<b>Give Reason(s) If No Commitment</b>	
<b>Company Name</b>		<b>Date Solicited</b> By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>		<b>Amount Committed To</b> Dollar Amount \$ _____	
<b>Address</b>		<b>Quote Received</b> YES? <input type="checkbox"/> NO <input type="checkbox"/>		<b>Percent of Total Bid/RFP</b> % _____	
<b>Contact Person</b>		<b>By Phone</b> <input type="checkbox"/> <b>By Mail</b> <input type="checkbox"/>		<b>Commitment Made</b> Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>	
<b>Telephone Number</b>		<b>Quote Received</b> YES? <input type="checkbox"/> NO <input type="checkbox"/>		<b>Amount Committed To</b> Dollar Amount \$ _____	
<b>Telephone Number</b>		<b>Quote Received</b> YES? <input type="checkbox"/> NO <input type="checkbox"/>		<b>Percent of Total Bid/RFP</b> % _____	
<b>Email Address</b>		<b>Commitment Made</b> Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>		<b>Give Reason(s) If No Commitment</b>	
<b>OEO REGISTRY #</b>		<b>CERTIFYING AGENCY</b>		<b>Commitment Made</b> Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		<b>Work or Supply Effort to be Performed</b>		<b>Give Reason(s) If No Commitment</b>	
<b>Company Name</b>		<b>Date Solicited</b> By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>		<b>Amount Committed To</b> Dollar Amount \$ _____	
<b>Address</b>		<b>Quote Received</b> YES? <input type="checkbox"/> NO <input type="checkbox"/>		<b>Percent of Total Bid/RFP</b> % _____	
<b>Contact Person</b>		<b>By Phone</b> <input type="checkbox"/> <b>By Mail</b> <input type="checkbox"/>		<b>Commitment Made</b> Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>	
<b>Telephone Number</b>		<b>Quote Received</b> YES? <input type="checkbox"/> NO <input type="checkbox"/>		<b>Amount Committed To</b> Dollar Amount \$ _____	
<b>Telephone Number</b>		<b>Quote Received</b> YES? <input type="checkbox"/> NO <input type="checkbox"/>		<b>Percent of Total Bid/RFP</b> % _____	
<b>Email Address</b>		<b>Commitment Made</b> Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>		<b>Give Reason(s) If No Commitment</b>	
<b>OEO REGISTRY #</b>		<b>CERTIFYING AGENCY</b>		<b>Commitment Made</b> Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>	

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.  
 2. Attach all quotations to this form.  
 09/2010

**DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF**

**Instructions:** As required by Section 17-104 of The Philadelphia Code entitled “Prerequisites to the Execution of City Contracts,” Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

**Bidder’s Name:** \_\_\_\_\_ **Bid Number:** \_\_\_\_\_

Please check here if the requirements do not apply to bidder and attach explanation:

**Disclosure of Women as Board Members and Executive Staff**

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

- 1. Current percentage of female executive officers in bidder’s company:
- 2. Current percentage of women on the executive board of the bidder’s company:
- 3. Current percentage of women on the full board of the bidder’s company:

**Aspirational Goals for Women as Board Members and Executive Staff**

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

- 1. Percentage goal for female executive officers in bidder’s company:
- 2. Percentage goal for women on the executive board of the bidder’s company:
- 3. Percentage goal of women on the full board of the bidder’s company:

**Identify Below Any Efforts to Achieve the Aforementioned Goals:**

---

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

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

The following checklist will assist you in the preparation of your bid. Failure to adhere to these instructions may result in your bid being disqualified.

- Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.
- Bids and pricing must be in **ink or typed** and on City issued form(s). Faxed bids will not be accepted.
- The Invitation and Bid may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include **exhibits, drawings, attached specifications, attached documents, etc.** Applicable documents may be obtained by contacting Procurement Customer Service at [bid.info@phila.gov](mailto:bid.info@phila.gov).
- Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.
- If applicable, sign and return all addenda.
- All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- It is the bidder's responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.
- Annual Bid Security Program Fee:** You must enroll and pay the non-refundable Annual Bid Security Program fee. Refer to Section 1 of the bid and Paragraph 2 of the SS&E Terms and Conditions of Bidding and Contract.

### **2. BID SECURITY.**

All bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in order to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

- If you plan on submitting the completed registration form and non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia" with your bid, the form of payment **must** be in the form of a certified check, cashier's check, treasurer's check, bank money order, or United States postal money order made payable to the order of "City of Philadelphia." Cash, company checks or personal checks are not acceptable.

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<sup>1</sup> This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of the bid.

- Bid Processing Fee:** Submit the non-refundable \$25 bid processing fee as outlined in Paragraph 3 of the SS&E Terms and Conditions of Bidding and Contract.

### **3. BID PROCESSING FEE.**

In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of \$25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

- Submit performance security and/or performance bond as required in the Invitation and Bid, as outlined in Paragraphs 13 and 14 of the SS&E Terms and Conditions of Bidding and Contract.

- Do not combine any payment amounts. All payments should be individual and specific.

- Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished.

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

- Bid Evaluation and Award:** If the bid is going to be awarded as a whole, you must bid on all items for the bid to be consider responsive. See Section 3 of the Invitation and Bid.
- If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.
- Do not submit any counter terms or conditions. **Your bid may be rejected.**
- Please double check all mathematical calculations for errors.

**If you have questions, please contact Procurement Customer Service at [bid.info@phila.gov](mailto:bid.info@phila.gov).**



# CITY OF PHILADELPHIA

Procurement Department  
120 Services Building  
Philadelphia, PA 19102-1685  
(215) 686-4720  
(215) 686-4716 Fax  
bid.info@phila.gov

Trevor Day  
Procurement Commissioner

## **IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!**

### **City of Philadelphia Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids** **Period of Coverage: July 1, 2015 – June 30, 2016**

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

Dear Vendor:

The City of Philadelphia announces the City’s Annual Bid Security Program for fiscal year 2016. The Annual Bid Security Program continues to have a reduced non-refundable fee of **\$100.00** and covers the time period from July 1, 2015 to June 30, 2016. Coverage begins from the date of enrollment and payment until June 30, 2016. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City’s Annual Bid Security Program.** All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **\$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2015 to June 30, 2016**, complete this registration form and return the form with the non-refundable fee of **\$100.00** in the form of a company check, certified check, treasurer’s check, cashier’s check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of “**The City of Philadelphia**”. To clarify the precise use of the payment, enter the words “**Annual Bid Security Program FY2015**” on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of “Annual Bid Security Program FY2016” at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer’s check, cashier’s check, bank money order, or United States Postal Service money order.

For additional information or inquiries regarding this program, please contact Procurement Customer Service at [bid.info@phila.gov](mailto:bid.info@phila.gov).

Forward payment along with this registration form to:  
**ANNUAL BID SECURITY PROGRAM FY2016**  
Procurement Department  
1401 JFK Boulevard, 170A  
Philadelphia, PA 19102-1685

**Company Name:** \_\_\_\_\_

**Fed EIN/SSN:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**Telephone No:** (\_\_\_\_) \_\_\_\_\_ **Fax No:** (\_\_\_\_) \_\_\_\_\_

Make all payments to “The City of Philadelphia” in the amount of **\$100.00**, for “**Annual Bid Security Program FY2016**”.

Certified Check     Cashier’s Check     Treasurer’s Check     Bank Money Order     USPS Money Order

Company Check (Only if Prior to Bid Opening)    **(NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED)**

Rcvd. \_\_\_\_/\_\_\_\_/\_\_\_\_ Pymt. Type \_\_\_\_\_ Ck.# \_\_\_\_\_



## **CITY OF PHILADELPHIA**

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

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

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

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

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

**IN YOU ARE INTERESTED IN RECEIVING YOUR PAYMENTS ELECTRONICALLY RATHER THAN BY CHECK PLEASE SEE ATTACHED LETTER & ACH VENDOR ENROLLMENT AND CHANGE FORM.**



# CITY OF PHILADELPHIA

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

Trevor Day  
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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



# CITY OF PHILADELPHIA

## PROCUREMENT DEPARTMENT

### Customer Service Unit

#### This Is Not A Right To Know Request.

This form cannot be used to submit a Right To Know Request. See City of Philadelphia Open Records Policy: <http://www.phila.gov/privacy/pdfs/finalcityopenrecords.pdf>

#### ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Customer Service Unit of the Procurement Department will forward this information to you for a **\$10.00 fee** for **each** bid number requested. **Company check or money order only, no personal checks or cash.** Please be advised that bid tabulations **are not available** by telephone or email. If you have any questions, please email [bid.info@phila.gov](mailto:bid.info@phila.gov).

#### Mail Request To:

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

#### Enclose the following items:

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

#### YOUR REQUEST CANNOT BE PROCESSED IF YOU DO NOT PROVIDE THE ABOVE ITEMS

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

#### BID RESULTS REQUEST FORM

Date of Request: \_\_\_\_\_

Bid Number Requested: \_\_\_\_\_ Opening Date: \_\_\_\_\_

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

Company Representative: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

### BID SUBMISSION

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

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of: the Invitation and Bid; all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and accepted by the City; and these Terms and Conditions of Bidding and Contract (the "Contract").

It is the sole responsibility of the bidder to ensure that the bidder has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only response and it is in the best interest of the City to do so.

#### 2. BID SECURITY.

In order to be eligible to bid, all bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed prior to bid opening to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

#### 3. BID PROCESSING FEE.

In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of \$25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

#### 4. SPECIFICATIONS.

When a specification is issued in connection with the Invitation and Bid, no deviation will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with reference information concerning the style, type or kind of article and /or service desired. A bidder may offer an article, service and/or equipment, which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the

bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical supporting documentation) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better.

Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

Any and all specifications issued in connection with the Invitation and Bid are deemed incorporated into and become part of the Contract.

#### 5. PATENTS.

The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Paragraph 19 Default and Termination.

#### 6. LOCAL BIDDING PREFERENCE.\*

In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number\* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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

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

### EVALUATION AND AWARD

#### 7. TYPES OF BIDDER RESTRICTED.

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

#### 8. RESPONSIVENESS.

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

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

#### 9. RESPONSIBILITY.

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

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

#### 10. CANCELLATION AND AWARD.

The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder. When applicable, unit pricing quoted will prevail in the event of any discrepancy(ies) between unit price and the extended amount. This same quoted unit price will be the determining factor in establishing applicable contract amount(s) and award(s).

#### 11. QUANTITIES AWARDED.

For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for none or all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

#### 12. DELIVERY, PRICE INCREASES AND TIE BIDS.

All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

### CONTRACT EXECUTION AND CONFORMANCE

#### 13. CONTRACTS.

Awards of contracts in amounts less than or equal to \$32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner.

- a. Awards of contracts in amounts greater than \$32,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

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

- i. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- ii. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- iii. Approval of the Contract as to form by the City's Law Department;
- iv. Certification by the Director of Finance and City Controller as to the availability of funds; and
- v. Execution of the Contract by the Procurement Commissioner.

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

### 14. PERFORMANCE SECURITY.

When applicable, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City and in the amount specified in the Invitation and Bid.

### 15. INSURANCE.

Unless otherwise specified, the successful bidder (referred to in this 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 and for each renewal period. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City or to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

### (a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- i. Workers' Compensation – Statutory limits
- ii. Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease
- iii. Other states insurance including Pennsylvania

### (b) GENERAL LIABILITY INSURANCE

- i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- ii. Coverage: Premises operation; Blanket Contractual liability; Personal Injury liability; Products and completed operations; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

### (c) AUTOMOBILE LIABILITY

- i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- ii. Coverage: owned, non-owned and hired vehicles.

Contractors providing only supplies and equipment to the City via Common Carrier are only required to maintain General Liability insurance, naming the City of Philadelphia, its officers, employees and agents as additional insureds.

### 16. INDEMNIFICATION.

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

### 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

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

these Terms and Conditions of Bidding and Contract, shall be liable for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

### 18. ASSIGNMENT.

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

### 19. DEFAULT and TERMINATION.

All work performed and goods and services rendered by a successful bidder (referred to in this 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.

- a. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:
  - i. Failure by Contractor to comply with any provision of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with "applicable law" as that term is defined in Paragraph 24.
  - ii. Falseness of any representation or warranty by Contractor in the Contract or in other document(s) submitted to the City by Contractor in connection with the Invitation and Bid or fraud in connection with the performance of the Contract.
  - iii. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.
  - iv. A violation of law 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 agents or indictment or charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.
  - v. Failure by Contractor to comply with Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans," or the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled

owned business enterprises.

- vi. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Paragraph 13 above.
- vii. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.
  - b. Upon the occurrence of an event of default, the Procurement Commissioner, in his/her sole discretion, may require Contractor to cure the default within a period of time to be determined by the Procurement Commissioner, or terminate the Contract in whole or in part and exercise any one or more of the following remedies (which remedies may be concurrent and shall be in addition to and not in lieu of the remedies available to the City at law, in equity, under any bond(s) filed in connection with the contract or under other sections of these Terms and Conditions of Bidding and Contract :
    - i. Purchase goods and/or services from others in substitution of goods or services that were not furnished or performed by Contractor or that were defective or otherwise in violation of any provision of the Contract; the cost of such substituted goods and services shall be the sole responsibility of Contractor and Contractor agrees to pay immediately, upon receipt of the City's invoice, the difference between the Contract price and the substituted product or service cost, plus any other loss, cost or damages incurred by the City.
    - ii. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

The City shall notify Contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require Contractor to continue to furnish all goods and perform all services required under the Contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the Contract therefore. 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.

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

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

**22. TAX INDEBTEDNESS.**

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

- a. Contractor's Certification of Non-Indebtedness. Contractor hereby certifies and represents that Contractor and Contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity,

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

- b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor" shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

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

**23. TAX REQUIREMENTS.**

Any person or entity that bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations.

- a. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:
  - i. Business Income and Receipts Tax
  - ii. Net Profits Tax
  - iii. City Wage Tax

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

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

### GENERAL INFORMATION

#### 24. COMPLIANCE WITH LAWS.

The Contractor, in performance of the Contract shall comply with, and all goods, services, documents and other materials furnished under the Contract shall conform with, all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth of Pennsylvania and the United States of America ("applicable law"). Applicable law shall include, without limitation, the specific laws referenced in paragraphs 25 through 31 herein and Chapter 17-1700 (Contractors are obligated to pay their subcontractors promptly after Contractor receives payment from the City) and Chapter 17-1800 (Contractor shall cooperate with the City in addressing its goal of securing employment for Returning Citizens). Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable law.

#### 25. NONDISCRIMINATION.

- a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in 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, IRAN or SUDAN.

Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan

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

Accountability and Divestment Act of 2007. In furtherance of this ordinance, bidder makes the following certification and representations:

- a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

### **28. DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES and SOLE SOURCE CONTRACTS.**

- a. In accordance with Philadelphia Code Section 17-104 (2), the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

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

- b. In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:
  - (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
  - (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

- (iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

- c. If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

### **29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.**

- a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be \$10.88 per hour; on January 1, 2015, the minimum wage shall be \$12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.\* Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid. Accordingly, Contractor by submission of its Bid, acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City, at its request, all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.
- b. The following services require the payment of prevailing wages and submission of certified payroll records under Philadelphia Code Section 17-107 for compensation that exceeds \$200,000.: landscaping; building care and maintenance; custodial/janitorial housekeeping; security guard service; demolition; snow removal; stucco; roof capping; furniture moving; locking systems and repairs; mechanical/HVAC maintenance and repairs; elevators, escalators, and electrical maintenance and repair, and subcontracts of all or a portion of such contracts. In addition, building service contracts for compensation exceeding \$100,000. are also subject to Section 17-107.

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

\*The CPI Multiplier shall be calculated by the Director of Finance for bids issued on or after January 1 of each year by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI – U) All Items Index, Philadelphia, Pennsylvania, as of January of such year, by the most recently published CPI – U as of January 1, 2015.

### 30. PROTECTION OF DISPLACED CONTRACT WORKERS.

If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non-Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9-2300 of the Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

### 31. EQUAL BENEFITS.

If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of \$250,000, Contractor shall, for employees providing services under the Service Contract who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

Contractor's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the Contractor against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach the Service Contract.

### 32. Protected Health Information.

(a) The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA ("Covered Components"). The Covered Components of the City as of August 1, 2013 include: Ambulatory Health Services, a unit of the Philadelphia Department of Public Health ("PDPH"); the Office of Behavioral Health and Intellectual Disability Services; the Philadelphia Nursing Home (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Philadelphia Public Health Laboratory (a unit of

PDPH). This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Paragraph 32.

(b) To the extent (1) this contract is awarded by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the contract is a Covered Component), and (2) Contractor is a "Business Associate" of the City, as defined in 45 CFR §160.103, Contractor shall comply with the City's Terms and Conditions Relating to Protected Health Information ("City PHI Terms") posted on the City's website (at <http://mbec.phila.gov/procurement/forms/Terms%20Relating%20To%20PHI.pdf>). The City PHI Terms are hereby incorporated in this Paragraph 32 as if fully set forth herein.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the Invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties, the form of which may be "Renewal Letter" or an "Add-On Letter" as issued by the Procurement Department. 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 the bidder is an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed \$32,000, date and sign the bid here, with the original signatures, in ink.

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

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

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

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

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

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

If the bidder 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)