

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)

Please list any MBEC Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

Disadvantaged Minority (M-BE), Women (W-BE), and Disabled (DS-BE) Owned Business Enterprises¹

Bid Number		Name of Bidder			
Primary Bidder	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>	N/A <input type="checkbox"/>	SBA <input type="checkbox"/>
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				

¹ M-BE/W-BE/DS-BES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

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SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Ballistic Vests (New Generation)**

1.2 **SCHEDULE NO: 170-01**

1.3 **CONTRACT TERM:** 6/1/2007 to 5/31/2008 (“Initial Term”), with an option to renew for up to three (3) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 16, Default, of the attached Terms and Conditions of Bidding And Contract.

If participation in the City’s Master Performance Security Program is required under this Invitation and Bid, Contractor shall pay the required annual fee for such participation for each Renewal Term upon the issuance of the Renewal Notice.

1.4 **CONTRACT TYPE: MINIMUM REQUIREMENTS**

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1.4.1 The following items are required in the operation of various city agencies as ordered. An initial minimum purchase of **400** Ballistic Vests in the first two (2) years and **200** Vests in the last two (2) years is guaranteed for purchase upon contracting. Quantities may be increased to meet the requirements of the City during the period of this contract. Since quantities above the minimum of **400** Ballistic Vests cannot now be determined, estimates of demand are listed herein for guidance.

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

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

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

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

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **Ballistic Vests** for the Police Department, (and other City agencies and departments if required), as specified herein during the contract period.

1.7 **BID SECURITY**

1.7.1 Bid security shall be based upon cumulative bid amount per Section 5: Pricing.

All bids submitted with a total greater than \$25,000.00 must be accompanied by the proper Bid Security.

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Bidders already enrolled in the City's Master Bid Security Program for Fiscal Year 2007 - 2008 (July 1, 2006 to June 30, 2008) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 8 of "Terms and Conditions of Bidding and Contract").

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

1.7.3 **Bids Opening July 1, 2006 through June 30, 2008**
Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2006 - June 30, 2008)** by submitting a check in the amount of **\$175.00** made payable to the City of Philadelphia. The check must be submitted, under separate cover, to the Bid Unit Supervisor. The check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order.

1.7.4 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 8 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.8 **BID INFORMATION:**

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

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

1.9 **BID SUBMISSION:**

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

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- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$25,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 17 of the “Terms and Conditions of Bidding and Contract.”
- 1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Minority Business Enterprise Council Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

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

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

- 1.9.8 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. **In order to determine eligibility to receive the 5% preference, if applicable, bidder must submit with their bid, the Local**

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Business Entity Certification number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

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

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

LBE Certification Number(s)_____

The Procurement Commissioner reserves the right to request this information as well as any additional or clarifying information at any time prior to award of the bid.

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

If the 5% local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder.

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1.9.9

BID QUESTIONS OR PROBLEMS

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

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

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1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____)_____ Ext.:_____

Fax No.(____)_____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____)_____ Ext.:_____

Fax No.(____)_____

E-mail address _____

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SECTION 1:

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

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

SECTION 2:

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

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

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

1.10 BIDDER QUALIFICATION:

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The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following may be cause for rejection.

1.10.1 **FINANCIAL DATA:**

All vendors are required to provide a certified financial statement for 2006, which represents the manufacturer(s) of which they are bidding. Failure to provide a certified financial statement shall be cause for rejection.

1.10.2 **MARKET SHARE REQUIREMENTS:**

Vendors are required to have a minimum of 5% of the market share on this commodity (Soft Body Armor). The latest information regarding bidder's established percentage of the Law Enforcement Market must be submitted with the bid. This information should be submitted by a neutral source.

1.10.3 Proof that the armor model offered has been tested by a NLECTC-approved laboratory and that NLECTC has found the model to be in full compliance with the requirements of NIJ 2005 Interim Requirements or later.

1.10.4 Bidder shall be required to submit a sample of the Soft Body Armor being bid, labeled in accordance with the specifications and requirements outlined in this Invitation and Bid.

1.10.5 Proof of Liability Insurance shall be submitted with bid. (See Paragraph 3.2.3)

1.10.6 List of customers to whom bidder has satisfactorily sold armor to during the past three (3) years.

1.10.7 Models made by all manufacturers must be clearly identified and shall include the following:

- a. Full product description
- b. Complete bid sample, male and female
- c. Drawings and/or photographs
- d. Technical specifications

1.10.8 Manufacturers bidding directly must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.

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- 1.10.9 NIJ 2005 Interim Requirements or later and test reports from an accredited laboratory for the vest being certified.
- a. Any ballistic rounds tested above and beyond the required NIJ 2005 Interim Requirements for Bullet Resistance Body Armor standard for requested threat level require a report from a NIJ Certified Laboratory. Any bidder that does not provide such a documentation at the time of the bid will be rejected.
- 1.10.10 V50 test reports performed in accordance with MIL-STD-662F.
- a. Test reports must be submitted for the entire ballistic package.
 - b. Test reports must be submitted for incoming materials, which are utilized in the ballistic package.
 - c. Test reports ensuring V50 testing is accomplished with clay backing.
- 1.10.11 The manufacturer and vendor must have ability to trace serial numbers and provide to the department a computerized data base (and provide a sample of data base) that includes but is not limited to;
1. Officers Name
 2. Officers Payroll
 3. Badge
 4. District or Unit
 5. Serial Number
 6. Model of Vest
 7. Name of Manufacturer
 8. Level of Protection
 9. Date of Manufacture
 10. Size
 11. Lot Number
 12. Owner (City of Philadelphia)
- 1.10.12 The layer count of the vest must be uniform throughout the entire ballistic package. Accordingly, any ballistic panel which is not uniform in layer count throughout the entire ballistic package shall be rejected.
- 1.10.13 Quality Control Procedures:

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- a. Incoming materials
- b. Lay-up configuration
- c. In-process configuration
- d. Testing verification
- e. Inspection of ballistic panel stitching
- f. Random final product inspection and continuous in-process surveillance.
- g. Quality Assurance training and indoctrination.

- 1.10.14 Documentation stating a 5-year ballistic package warranty (See Paragraph 2.15).
- 1.10.15 Documentation stating an 18-month carrier warranty. (See Paragraph 2.15 and 2.26 Warranty and Removable Covers).
- 1.10.16 Include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first-quality Threat Level II ballistic materials.
- 1.10.17 Copy of ISO-9001 Certificate
- 1.10.18 Disclosure of all legal claims, current and pending, which have been made against the vendor and manufacturer. Failure to disclose the nature of the claims, along with the name(s) of the agencies involved in the suits, may be cause for rejection of vendor.
- 1.10.19 Statement of vest thickness (see Paragraph 2.6).

SECTION 2: SPECIFICATIONS

2.1 The successful vendor shall be required to supply the City of Philadelphia's Police Department (and various City agencies as required) with Soft Body Armor (ballistic vests) as listed and outlined in this Invitation and Bid.

2.2 SCOPE

This product specification details the style and quality of concealable soft body armor vests intended for use by male and female members of the Philadelphia Police Department. The vests shall be worn comfortably while being concealed under a Standard Philadelphia Police uniform shirt. All vests shall provide protection against labeled projectile penetration while reducing resultant blunt trauma and vest distortion

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to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male and female personnel.

The concealable body armor shall be in compliance with NIJ 2005 Interim Requirements or later, Threat Level II. Bids based on body armor models made by all manufacturers must be clearly identified as their product, and bidders must include full product description, a complete bid sample, male and female, drawings and/or photographs, technical specifications.

A bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all terms of this specification.

Only body armor models which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ 2005, Interim Requirements or later, for Threat Level II armor shall be submitted under this specification, **no exceptions.**

Bids with multiple models, as alternates will be rejected.

The following specifications detail the style and capability of Concealable Ballistic Armor. The vest shall provide front, back and side protection capable of defeating handgun, and sub machine gun threats as specified below.

2.3 **SPECIFICATIONS AND STANDARD**

All vests are manufactured in the U.S.A. The following minimum specifications and standards are listed for the purpose of establishing a level of construction, quality and performance that shall be expected.

1. NIJ-2005 Interim Requirements or later, for Bullet-Resistance Body Armor.
2. Federal Standard No. 751, Stitches, Seams and Stitching or latest update/replacement.
3. Military Specifications, MIL-F-21840, Fastener Tapes, Hook and Pile, Synthetic or latest update/replacement.
4. Military Specifications, MIL-T-43548. Thread, Cotton and Polyester Core or latest update/replacement.
5. ISO 9001 Quality Assurance Certification

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6. Ballistic Panel: The weight of the material may not exceed .71 PSF. Weight and layer statement must accompany submission. Test data must accompany submission. Ballistic panels must be thin, flexible and comfortable.
7. Ballistic Testing: V50 in accordance with NIJ-2005 Interim Requirements (Ballistic Certification Testing).

2.4 **APPLICABLE DOCUMENTS**

1. National Institute of Justice, NIJ-2005 Interim Compliance or later Ballistic Resistance of Police Body Armor
2. MIL-STD 662, V50 Ballistic Test for Armor
3. Federal Standard No. 751, Stitches, Seams & Stitching or latest update/replacement
4. ISO 9001 Quality Assurance Certification
5. ANSI/ASQC-Q9000 Quality Standard, dated August 1, 1994 or latest update/replacement
6. Additional test reports of “Special Threat Testing” from a Certified NIJ Laboratory (if applicable) are required.

Requirements of these specifications shall take precedence over the above referenced standards and specifications.

2.5 **DESIGN REQUIREMENTS**

The intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment.

The soft body armor shall be designed to provide:

1. Lightest, thinnest and most flexible NIJ 2005 Interim Requirements or later armor offering Threat Level II protection.

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2. A high degree of concealment and comfort.
3. Minimum restriction of motion or mobility.
4. Supply two (2) white, machine washable carriers or two (2) colored carriers as directed by the Police Department.
5. Provide protection against the labeled projectiles in accordance with the NIJ 2005 Interim Compliant or later.

2.6 GENERAL DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight protection. The soft body armor shall be designed for regular daily wear as an undergarment. No vest with a panel thickness greater than .170 inches will be considered acceptable.

Thickness statement must accompany submission. Therefore, vests shall be designed and constructed to provide:

1. Light and thin NIJ 2005 Interim Compliant armor in Threat Level II
2. Durability
3. Ease of Cleaning
4. Minimum restriction of motion or mobility
5. Greatest amount of ballistic coverage with comfort and concealment.

The general configuration shall be the slipover vest type that covers the majority of the upper torso, including overlapping side coverage. Elastic straps with fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No Sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles.

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The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. The sides of the torso shall be covered by having side coverage from both the front and rear panels with no gaps, as the department has determined that such a configuration maximizes both coverage and comfort. Accordingly, armor which maintains side coverage from only the front or rear panels shall be rejected.

Panels shall be equipped with an adjustable, shoulder-strap suspension system, which prevents ballistic panels from sagging, ensuring full protection.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels (1 front, 1 rear).
2. Two (2) complete white, machine washable carriers, or two (2) colored carriers as ordered by the department.
3. One (1) soft trauma reduction insert.

2.7 **BALLISTIC PANEL MATERIALS**

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of materials that conform to NIJ 2005 Interim Compliant or later.

2.8 **PANEL CONSTRUCTION**

It is the intent of the Philadelphia Police Department to procure the lightest weight, and most flexible and best performing personal body armor available. Meeting the NIJ 2005 Interim Requirement or later, Threat Level II. All vests which are submitted shall represent armor which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel which is not uniform in layer count throughout the entire package shall be rejected.

2.9 **BALLISTIC PANEL PERFORMANCE**

V50 Testing Reports

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662, V50 Ballistic Test for Armor and adherence to the modifications set forth in NIJ 2005 Interim Requirement or later using 9mm 124 grain FMJ test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice, National Law Enforcement Technology Center (NLETC)

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for testing in accordance with NIJ 2005 Interim Requirements or later. The V50 test shall be against clay backing. V50 reports which represent testing without clay backing shall be rejected. Vendor shall provide written certification that all V50 testing is accomplished with clay backing: failure to provide certification shall be cause for rejection.

Tests reports submitted by the bidder shall reflect the following minimum test results.

Threat Level	Bullet Description	V50 Velocity (Minimum)
II	9 mm FMJ 124 grain	1600

Relative Performance Index (RPI)

It has been determined that the relative strength to weight ratio of a ballistic design is important in determining its comfort performance characteristics. The strength to weight ratio is calculated by dividing the areal weight (lbs per square foot) into the performance V50 value. A high strength to weight ratio or Relative Performance Index (RPI) indicates a high degree of comfort and performance.

Trauma Performance (BFS)

Blunt trauma reduction is an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury. Therefore, the back face signature (BFS) results of the NIJ 2005 Interim compliance test reports shall reflect BFS no higher than:

Threat Level	Bullet Description	Back Face Signature (BFS)
II	9 mm FMJ 124 grain	44 mm
II	357 Mag.	44 mm

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Bid submissions that do not include the required V50, Relative Performance Index and Trauma Performance (BFS) reports will be rejected.

2.10 SPECIFICATIONS FOR INSPECTION, TESTING AND CERTIFICATION:

Inspection of Components and Materials - All components and materials shall be inspected and tested in accordance with all the requirements of this Invitation and Bid, including, without limitation, the provisions outlined below:

2.10.1 Compliance Testing - General

For every "Fabric Lot" from which Vests furnished under this contract are manufactured, ballistic panels for each model of vest furnished shall be selected by the City in accordance with the selection procedure described in Paragraph 2.11 below; and shall be tested for compliance with National Institute of Justice NIJ 2005 Interim Requirement or later.

Any fabric lot that does not successfully complete compliance testing in accordance with Paragraph 2.11 shall be deemed to have been rejected by the City, and shall not be used by the Manufacturer to produce vests pursuant to this Contract.

A "Fabric Lot" or "Lot" shall mean a Lot of ballistic fabric as designated by the fabric weaver (the "Fabric Supplier") and identified by a unique number assigned by the Fabric Supplier to the Lot prior to delivery of the fabric to the Manufacturer (the "Lot Number"); provided, however, that a "Fabric Lot" shall not include any fabric that was not made available for inspection by the City in accordance with Paragraph 2.11 below, whether or not a Lot as designated by the Fabric Supplier includes such fabric.

Where a Vest is manufactured entirely from a single Fabric Lot, the Manufacturer shall record and furnish to the City, for each ballistic panel of each delivered Vest, the Lot Number of the Fabric Lot from which the panel was manufactured. Where a Vest is manufactured from two or more Fabric Lots, Manufacturer shall record and furnish to the City, for each of the Fabric Lots from which the panel was manufactured.

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All of the ballistic panels comprising each single Vest shall be manufactured from the Fabric Lot or where two or more Lots are used in the manufacture, from the same two or more Lots; except that where a purchase order for less than 25 Vests is delivered to the Manufacturer; the ballistic panels comprising a single Vest can be manufactured from different Fabric Lots. Every ballistic panel delivered under this contract shall bear a Manufacturer number that uniquely identifies the Lot Number(s) of the Fabric Lot(s) from which the panel was constructed. Manufacturer shall furnish records sufficient to trace such Manufacturer number(s) to the Lot Number(s) of the Fabric Lot(s) from which the ballistic panels are manufactured.

2.11 Initial Lot Tests

2.11.1 Selection of Test Panels for Initial Lot Tests

Vests will be randomly selected for "Initial Lot Tests" (as described and defined in Paragraph 2.11.2 below) according to the following procedure:

- a. Prior to the manufacture of any Vests, Manufacturer will receive and set aside, for inspection by the City, the Fabric Lots from which the ordered Vests will be manufactured. The inspection will take place at the factory where the ordered Vests will be manufactured, and all ballistic fabric will be presented for inspection in the Fabric Supplier's original, sealed packaging.
- b. The City shall select, at its sole discretion, fabric from each Fabric Lot used in the manufacture of vests, from which ballistic panels will be constructed for subjection to the Initial Lot Tests (the "Test Panels"), The selected fabric will be transferred immediately to Manufacturer's production line and the Test Panels will be cut and fabricated, all in the presence of representatives of the City. A total of 14 Test Panels will be fabricated for male Vests (7 front and 7 back Panels); and a total of 14 Test Panels (7 front and 7 back Panels) will be fabricated for female Vests. All Test Panels shall be for size large or extra-large male and female Vests at Manufacturer's discretion. The completed Test Panels shall be shipped by the Manufacturer directly to the independent laboratory designated in accordance with this Paragraph (2.11.)

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At the City's discretion, the completed test panels will be packaged under the observation of the City's representative and shipped directly to such independent laboratory. In the event the City, in its sole discretion, elects not to select such fabric from a Fabric Lot for the creation of Test Panels, then Manufacturer shall select such fabric and create Test Panels in accordance with the foregoing and ship them to the testing laboratory. All Test Panels shall be finished panels and shall be identical, with respect to design, construction, materials and manufacturing techniques, to the ballistic panels in the Vests manufactured and delivered from the Fabric Lots tested.

The City shall designate, at its sole discretion, one or more representatives to conduct the foregoing inspection and selection. Manufacturers shall be solely responsible for all costs associated with "Material Lot Testing". This shall include but not be limited to the lodging and transportation of City representatives for facility inspection and material selection. The Manufacturer shall also be responsible for all cost incurred for the fabrication of the Test Panels, the testing of the panels and their shipment to the testing laboratory. This procedure shall be completed each time the Manufacturer wishes to use different lot material.

2.11.2 **Initial Lot Test(s)**

Compliance Testing will be performed for each Lot as described below; Initial Lot Test(s) will mean such tests carried out as follows:

All initial Lot Tests will be carried out by an independent, NIJ approved testing laboratory agreed upon by the City and Manufacturer.

For each male Vest Fabric Lot and each female Vest Fabric Lot, four front and four back Test Panels will be subjected to ballistic testing in exact accordance with the NIJ 2005 Interim Requirements, Level II, including, without limitation, all test conditions, test rounds, performance measurements, and test protocols provided therein (2005 Interim Requirements).

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If all Test Panels meet all ballistic performance criteria specified in the NIJ 2005 Interim Requirements the Fabric Lots from which the Test Panels were manufactured shall satisfy the initial Lot Test.

2.11.3 **Failure of the Initial Lot Test**

In the event one or more Test Panels fails to meet the NIJ 2005 Interim Requirements under any test condition provided therein, Manufacturer shall have the option of withdrawing the Fabric Lot, in which case the Lot shall be deemed rejected and no Vests shall be manufactured from that Lot pursuant to the Contract.

In the event Manufacturer does not withdraw the Fabric Lot one re-test shall be conducted for each test condition that produced such a failure.

The re-test will be performed using Test Panels of similar configuration and size (i.e. male or female vest, front or back panel) that were selected and manufactured in accordance with Paragraph 2.11.1 above, and shall be conducted in accordance with the applicable test protocols of the NIJ 2005 Interim Requirements including without limitation, the standard six-shot per ballistic panel NIJ test protocol.

Re-test will be performed only for those test conditions that resulted in a test failure (i.e. wet or dry vest, .357 magnum 158 grain JSP or 9MM 124 Grain FMJ round, 0-degree and 30-degree firing angle).

2.11.4 **Penetration Failures**

Where the initial Lot Test showed a failure due to penetration of a Test Panel, then the Lot shall satisfy the Initial Lot Test if, but only if, the re-tests record no penetrations.

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2.11.5 **Back Face Deformation Failures**

Where the initial Lot Test showed a failure due to back face deformation of a Test Panel, the following re-test shall be performed on each of two (2) additional Test Panels of similar configuration and size: A single shot, centrally located, will be fired at each of the two Test Panels, under the test condition for which a failure was recorded (i.e. wet or dry vest, .357 magnum 158 grain JSP or 9MM 124 Grain FMJ round, 0-degree firing angle). If, but only if, the re-testing records a back face deformation of 44 mm or less for both re-tested Panels under each re-tested condition, the Lot shall satisfy the initial Lot Test.

2.11.6 **Failure of the Initial Lot Tests**

A Fabric Lot shall be rejected and shall not be used for the manufacture of any Vests ordered under this Contract, if any Test Panels fabricated from that Lot do not satisfy the Initial Lot Test as provided in Paragraph 2.11.2 above, or (if re-testing is performed), Paragraph 2.11.3 - 2.11.5 above. The City shall have no obligations or liability with respect to any Fabric Lot that is rejected pursuant to this paragraph 2.11.6.

2.11.7 **Benchmark V₅₀ Testing**

During the Initial Lot Tests, Test Panels from male and female Vests for each Lot will be tested in accordance with the V₅₀ Probable Ballistic Limit Test standard provided in MIL-STD-662F (the V₅₀ Test). The V₅₀ test will be performed using Test Panels that were selected and manufactured in accordance with Paragraph 2.11.1 above and will be conducted to establish benchmark V₅₀ values that will be used for testing during the Warranty Period, subsequent to Initial Lot Testing, as described in Paragraph 2.12 below. The test will be carried out as described in Paragraph 2.12.

2.11.8 **Test Reports; Costs**

The Manufacturer shall instruct the independent testing laboratory to deliver all reports relating to the Initial Lot Tests and the V₅₀ testing described above to the City immediately upon issuance and simultaneously with their delivery to Manufacturer, and at the City's request, will independently deliver such reports to the City immediately upon receipt. Subject to Paragraph 2.11.1 (b) above, the Manufacturer shall be solely responsible for all costs relating to the Initial Lot Tests and V₅₀ benchmark

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test. The City and Manufacturer reserve the right to witness all tests; each shall be responsible for its own travel and related expenses.

2.12 Warranty Period Testing

The manufacturer must maintain a used-vest evaluation program. The program must include the physical inspection and ballistic testing of vests worn by officers during normal duty. The program must also include an in-depth, on going review of individual wear, storage and maintenance habits. If an officer’s vest is chosen for the program the manufacturer will send a free replacement vest to the participating officer prior to collecting the participating officer’s vest.

The City reserves the right to perform ballistic testing on Vests at any time during the warranty period, as described in Paragraph 2.15 of this contract. Vest samples used in testing must be wearable, in suitable condition, and free from abuse. Vests submitted for testing pursuant to this Paragraph 2.12 must satisfy the following conditions:

(i) water resistant covering on the ballistic panels must not be torn; (ii) panels must not have been intentionally altered by anyone other than Manufacturer; (iii) ballistic panels may not have been placed in covers not furnished by Manufacturer; and (iv) ballistic panels must not bear obvious signs of intentional mistreatment, misuse or mishandling by users.

The Probable Ballistic Limit (V₅₀) test shall be conducted on a complete vest. All Test Panels shall be for size large or x-large male and female Vests at Manufacturer’s discretion. The V₅₀ shall be calculated on ten fair hits, with five shots on the front panel and five shots on the back panel. If required, up to 12 shots, 6 in each panel, may be used to obtain the V₅₀ value. If the range of mixed results exceed 125 feet per second or if the V₅₀ cannot be determined in 12 shots, the test will be considered invalid. Shot replacement shall be in accordance with MIL-STD-662F except that no shot may be within three (3) inches of any edge nor two (2) inches from any other ballistic impact. Test projectiles for each V₅₀ test (two panels) shall be those utilized in the NIJ 2005 Interim Requirements; one V₅₀ for 9mm 124 Grain FMJ, and one V₅₀ for the .357 Magnum 158 Grain JSP.

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A Lot will be considered to have passed the V₅₀ Test if the following two requirements are satisfied:

1. For each test performed, the V₅₀ Ballistic Limits shall be greater than or equal to the highest allowable NIJ test velocity (level II), defined as follows:
 - a. For the .357 Magnum 158 Grain JSP, 1445 feet per second.
 - b. For the 9MM 124 Grain FMC, 1225 feet per second.

In addition there shall be no complete penetration of velocities lower than the above velocities.

2. There shall be no more than a 20% decrease in calculated V₅₀ velocity from the benchmark V₅₀ value originally established for each Lot. The 20% decrease threshold may be adjusted as the parties hereto shall agree, pending further review of available statistical data.

Failure of any Vest to satisfy either or both of 1. and 2. above shall constitute a "Test Failure."

Each lot may be tested annually; no Lot may be tested more frequently than once per year; no more than six vests per Lot shall be tested per year. Used Vests submitted for testing shall be furnished by the City. All testing costs for tests performed pursuant to this Section, shall be the responsibility of the Manufacturer. The City and Manufacturer reserve the right to witness all tests performed pursuant to this Paragraph 2.12; each shall be responsible for its own travel and related expenses.

In the event of a Test Failure, the V₅₀ Test will be performed, under each failed test condition(s) (i.e. 9mm and/or .357 magnum round), on two (2) additional Vests (four (4) ballistic panels) from the same Lot. The costs of such additional testing and the replacement of Vests used for the additional Testing will be the responsibility of the Manufacturer.

It is determined that if a Lot fails the additional V₅₀ testing, the City has the right to return all Vests from that Lot at the Manufacturer's expense. The Manufacturer shall, within the ninety (90) day period commencing on the date that the Lot failure is determined, either replace the entire Lot or refund to the City a percentage of the Purchase Price for each Vest from the subject Lot, which percentage shall be determined

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in accordance with the following schedule.

<u>Time of Failure</u>	<u>Refund</u>
1 st Year of Warranty Period	Full Refund
2 nd Year of Warranty Period	90% Refund
3 rd Year of Warranty Period	75% Refund
4 th Year of Warranty Period	50% Refund
5 th Year of Warranty Period	25% Refund
After Expiration of Warranty Period	No Refund

2.13 **Certification**

- 2.13.1 Certification for testing of Vests shall be obtained through the Federal Government's Body Armor Program and Vests shall be certified as being in compliance with the National Institute of Justice Interim Requirements for current edition.
- 2.13.2 Each ballistic panel in each Vest shall be identical in design and layer construction to those certified by the National Institute of Justice.
- 2.13.3 All ballistic cloth delivered to the Manufacturer shall be certified by the Fabric Mill (according to yarn designation and weave) to meet the requirements of this contract. Each serialized ballistic panel shall be traceable to a Lot number as previously defined. The City reserves the right to audit, in reasonable detail and at reasonable times, all aspects of the procedures and processes described in Paragraphs 2.10, 2.11 and elsewhere in these specifications.
- 2.13.4 The National Institute of Justice Compliance Letters for male and female armor, in addition to initial compliance testing, shall be forwarded to a representative of the City prior to the first shipment of vests to the City.
- 2.13.5 The City reserves the right to request all in-house quality control procedures and records, both in general, and as they relate to each Lot from the Manufacturer.

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2.14 **Facilities Inspection**

The City or representative selected by the City, reserves the right to visit the Manufacturer's manufacturing facilities as part of the effort to evaluate the Manufacturer's quality control procedures. The City may inspect the Manufacturer's facility during the manufacturing process to determine the adequacy of the Manufacturer's quality control system and methods of determining compliance with applicable specifications.

2.15 **WARRANTY**

The manufacturer shall Warranty that for five (5) years after the date of issuance, the ballistic panels will prevent the penetration of labeled projectiles as per NIJ designated velocities and test methods, NIJ 2005 Requirements or later. The manufacturer warrants the ballistic panels against defects in material and workmanship. Concealable carriers warranted for eighteen (18) months. **Manufacturer must have an on-site ballistic testing laboratory updated in accordance with NIJ 2005 Interim Requirements or later for quality assurance of on-site testing.**

2.16 **LABELING**

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier. All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ 2005 Interim Requirements or later.

The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacturer
2. Level of Protection
3. NIJ-2005 Interim or later
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions
9. Lot Number
10. Officer's Name and Payroll Number
11. Owner (City of Philadelphia)

2.17 **BALLISTIC PANEL COVER MATERIAL**

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Each ballistic panel must be treated for water repellency. The material shall be stain-resistant, odor and mildew resistant. Material shall have no visible fabric or color flaws.

2.18 VEST OUTER CARRIER MATERIAL

Removable Carrier

The outer machine washable carrier shall be removable from the ballistic panels for laundering by way of Velcro® integrated into the outside of the garment. All closure attachments shall be Velcro®.

The carrier shall come with removable waist and shoulder straps. Carrier shall come with two (2) different sets of straps. Two (2) long shoulder straps and Two (2) 4" wide waist straps. Two (2) short shoulder straps and Four (4) 2" wide waist straps.

The carrier shall consist of mesh on the body side. The percent of moisture regain must be less than 1% into fiber and must have high moisture transport properties. Fabric must be capable of releasing moisture without absorption, allowing for higher evaporative cooling and faster drying to take place, resulting in a less clammy feel to wearer. All fabrics shall have no visible fabric or color flaws.

Velcro® Fastener Tape, Hook and Pile - The hook and pile fastener tapes shall conform to Type II or I, Class I of MIL-F-21840 or latest update/replacement. Color shall be same as the outer shell.

Webbing, Elastic - The elastic webbing for the side closure straps shall be approximately 2" and 4" inches wide polyester conforming to George C. Moore Co. quality 552 or equal. Color shall be same as the outer shell, and have the ability to be replaced in case of wear.

Thread, Polyester Cotton Covered - The thread for all stitching shall be cotton covered polyester conforming to MIL-T-43548 or latest update/replacement. It shall not shrink during washing so as to cause puckering of the material sewn. There shall be no lubrication of the thread prior to or during the sewing operations. Color shall be same as outer shell.

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2.19 **TRAUMA INSERT**

A trauma reduction insert constructed of soft, bullet resistant material, measuring 5" x 8".

2.20 **QUALITY CONTROL**

The manufacturer must maintain a quality program certified under the ISO 9001 certification program by an accredited registrar under the accreditation of the Registrar Accreditation Board (US) and the Raad voor de Certificatie (Dutch).

The scope of the certification must include the design and manufacturing of technologically advanced personal safety equipment including concealable and tactical bullet resistant vests and custom body armor.

The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The manufacturer must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw material and in-process samples. The manufacturer must have the capability of performing testing in accordance with MIL-STD-662 and NIJ 2005 Interim Compliant. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system. All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662. Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

A copy of the Certificate of Accreditation, as well as the manufacturer's quality control program must be submitted with bid documents.

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2.21 SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor unit shall be traceable to its original ballistic material lot number and ballistic material mill roll number.

Additionally, the soft body armor serial number shall be traceable to an incoming material lot test arid ballistic panel lay-up lot test. The vendor must have the ability to trace serial numbers.

2.22 LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F. That test will be conducted on clay backing which meets the standards of NIJ 2005 Interim Requirements or later for backing material.

2.23 MEASUREMENTS AND FITTING

Custom Measuring

Individual measurements will be taken of each user by an authorized and trained factory representative. Each delivered vest shall be of proper size to fit all designated personnel. Initial fit of custom measured vests must be guaranteed to fit satisfactorily upon delivery. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall meet or overlap.
2. The bottom edge of the front ballistic panel shall be within one inch (1) of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one inch (1) of the highest waist belt (usually the duty belt) measurement when the wearer is in standing position.
4. Female sizes are determined based on individual measurements including bust size and confirmed through the use of sizing/fit samples in conjunction with tape measurements.

The selected bidder must have a manufacturer armor sizing program that utilizes certified factory representative and distribution trained personnel to properly size armor.

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The program shall consist of a structured course of study that includes classroom training and hands on demonstration of product knowledge. Only those individuals who have demonstrated product knowledge. Only those individuals who have demonstrated competency in sizing armor vests shall certified as a factory trained technicians.

2.24 **FIT AND ALTERATION POLICY**

Successful bidder and/or manufacturer must agree to provide alterations or replacement free of charge until the wearer is satisfied. This includes initial fit of both male and female vests.

2.25 **PRE-AWARD AND RETEST POLICY**

Bid submissions that appear to conform to these specifications will be considered as prospective vendors. However, the purchaser reserves the right to perform laboratory testing on any and all armor submitted to verify strict compliance with these specifications. The purchaser may perform V50 Ballistic Limit Testing in strict accordance with MIL-STD-662F.

The City of Philadelphia requires valid body armor testing for the purpose of acceptance testing, confirmation of required performance, and used body armor evaluations. For these purposes, the City of Philadelphia will only recognize properly performed V50 Ballistic Limit Testing in strict accordance with MIL-STD-662F. Testing shall be performed at an NIJ approved ballistic test laboratory, the test projectiles shall be 9mm 124 grain FMJ as those used in the NIJ 2005 Interim Requirements or later.

The Probable Ballistic Limit (V50) test shall be conducted on a complete vest. The V50 shall be calculated on ten fair hits, with five shots on the front panel and five shots on the back panel. If required, up to 12 shots, 6 in each panel may be used to obtain the V50 value. If the range of mixed results exceeds 125 feet per second or if the V50 cannot be determined in 12 shots, the test will be considered invalid. Shot placement shall be in accordance with MIL-STD-662F except that no shot may be within three (3) inches of any edge, nor two (2) inches from any other ballistic impact. Panels shall be shot against clay armor backing material, which has been conditioned in accordance with NIJ 2005 Interim Requirements or later. The sample size shall be no smaller than size 46/48 or equal for male vest and size 42/44 or equal for female vest. Vest samples used in testing must be wearable and in suitable condition, free from abuse.

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For each particular level, the V50 Ballistic limits shall be no lower than the allowable highest 9mm NIJ test velocity. In addition, there shall be no complete penetration lower than the highest 9mm NIJ test velocity.

2.26 REMOVABLE COVERS

Removable machine washable covers shall be fully warranted for eighteen months, after the date of purchase against any defects in the material and/or workmanship.

2.27 PACKAGING AND DELIVERY

All soft body armor shall be packaged and shipped consistent with good commercial practices.

Plastic Bags: Each set of armor ordered, along with its optional equipment, shall be placed in an individual plastic bag, and shall have securely attached thereto a permanent label bearing the name and payroll number of the officer for whom it is intended.

Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

Vendor shall deliver vests in cartons; each carton shall be labeled on the outside with the Officers, NAME, BADGE, PAYROLL, and DISTRICT or UNIT.

2.28 RETURN OF PRODUCT

If it is determined that the product does not meet the standards or specifications as mandated in the terms of the contractual agreement, then the soft body armor vests shall be returned to the vendor at the vendor's expense. The vendor shall not be allowed to refurbish any substandard vests.

2.29 FACILITIES INSPECTION

The City of Philadelphia reserves the right to visit the vendor's manufacturing facilities as part of the bid evaluation effort. After award, the City reserves the right to inspect the manufacturer's facility during the manufacturing process to determine the adequacy of the vendor's quality control system and methods and determining compliance with applicable specifications.

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2.30 PURCHASE REQUIREMENTS

The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday.

Any manufacturers that bid direct must include a service proposal as to how measuring re-works, and customer service will be maintained without local distribution (See Paragraph 1.10.8). Direct bids from manufacturers, which do not contain a detailed service proposal may be rejected.

STATE LOCATION: _____

2.31 SPECIFIC QUANTITY

Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor.

2.32 SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with bid.

2.33 PROTEST

Any protest regarding the written performance, criteria or intent of this specification will be disregarded. Compliance to this document in its entirety is the requirement for acceptance. Any omission of any of the specifications/documents required herein must be submitted in writing and submitted with bid. **NO EXCEPTIONS.**

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2.34 **TERMINATION**

The City of Philadelphia has the right of termination, upon thirty (30) days written notice to the vendor, for any vest(s) that does not meet the specifications, for officers' finding body armor to be unacceptable, for not meeting predetermined shipping schedule, and/or for receiving a substandard product.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

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

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

3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 12 of "Terms and Conditions of Bidding and Contract".

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3.2 **AWARD:**

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s) meeting specifications, bidder qualifications and the requirements outlined in this Invitation and Bid.

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

3.2.3 **PERFORMANCE SECURITY:**

Bidder's attention is directed to paragraph 9 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$25,000.01. All awards at the \$25,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

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

3.2.4 **INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 14 of the "Terms and Conditions of Bidding and Contract".

Also, the vest manufacturer shall be required to provide a minimum of \$26,000,000.00 in product liability insurance on delivered vests. 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:**

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

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

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

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

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

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SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

4.1.1 Order Against Contracts

Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the product and/or service 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.

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

- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
- (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
- (c) 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".
- (d) The invoice must show the quantity and type of item or service and the price.
- (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

4.1.3 The department is responsible for monitoring the products delivered as described in the contract. If any problems arise, a letter should be sent to the vender 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:

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

Procurement or the 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 schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract.

4.2 **VENDOR RESPONSIBILITY:**

- 4.2.1 Contractor may deliver only products 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 products at the prices quoted in the contract and that are reflected on a purchase order.
- 4.2.3 In the event that the contractor receives an order for products not specifically priced an 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 products, services, 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.

DELIVERY

- 4.2.5 Delivery shall be made in accordance with the Department's requirements.
- 4.2.6 For delivery of products, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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4.2.7

Approval of Work:

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

4.2.8

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.

4.2.9

Invoices/Receipts:

4.2.9.1 Successful bidder(s) agrees not to invoice more than once per month.

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

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

4.2.9.3.1 One (1) original and two (2) copies fully itemized invoices.

4.2.9.3.2 See also item 4.1.2 above.

4.2.10

PRICE INCREASE OR DECREASE:

Vendor shall provide at the prices set forth in Section 5 for period of twelve (12) months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for additional one (1) year period(s).

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Vendor may increase prices for the three (3) renewal period(s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing.

In no event shall the increased prices exceed contractor's published charges for non-educational state and local governments on the manufacturer's effective date of the adjustment, under similar terms and conditions.

Failure to notify the City within this sixty (60) day time frame shall result in the following:

the effective date of the price increase shall be sixty (60) days from the receipt of the price increase letter by the City;

or

if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.

4.2.11 Failure to notify the City within the time frame specified in 4.2.10 will result in a commensurate delay in implementing the price change. Example: If prices change effective July 1, but the notice of change is not received by Procurement until June 1, then the price increase effective date will be delayed until September 1.

4.2.12 **Payment:** Vendor shall invoice the City for the purchase price for the vests when shipped. That portion of each vendor invoice relating to vests accepted by the City in accordance with the provisions of the requirements of this Invitation and Bid hereof shall be due and payable within 30 days after the date the City receives such vests.

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)

NOTE:

Unit Price(s) quoted below (Section 5: Pricing), 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.

A MINIMUM PURCHASE OF 400 BALLISTIC VESTS (SOFT BODY ARMOR) IS GUARANTEED DURING THE LIFE OF THIS CONTRACT; ADDITIONAL QUANTITIES MAY BE ORDERED AS REQUIRED).

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
	30890 004 010				
5.1	Vests, ballistic; (soft body armor) in accordance with NIJ 2005 Interim Requirements or later Threat Level II.	400	EA	\$_____	\$_____

The City of Philadelphia guarantees purchase of the stated 400 vests. Thereafter, Police may require additional vests in larger quantity lots. State below, pricing for quantity ranges as indicated:

		<u>Unit of Measure</u>	<u>Price</u>
5.1.1	30890 004 010 00 Vests, Ballistic 451 to 1000 State Price Per Vest	EA	\$_____

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	<u>Unit of Measure</u>	<u>Price</u>
5.1.2 30890 004 010 01 Vests, Ballistic 1001 to 2000 State Price Per Vest	EA	\$ _____
5.1.3 30890 004 010 02 Vests, Ballistic 2001 to 3000 State Price Per Vest	EA	\$ _____

Total Bid Amount \$ _____

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

TYPE OF TRANSPORT: _____

BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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. This Invitation and Bid and any contract awarded hereunder shall include, without limitation, the Invitation and Bid, all addenda thereto issued by the Procurement Department and these Terms and Conditions of Bidding. It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by this 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. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

2. SPECIFICATIONS. When a formal, numbered, specification is referred to in this Invitation and Bid, no deviation therefrom will be permitted 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 this 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.

3. 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, payment may be made on the basis of 50% of the price bid when such equipment is delivered on site. A further allowance of 25% may be made 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, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory testing and/or installation as required.

4. 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 is interested.

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

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

7. PRICE INCREASES AND DISCOUNTS. All articles must be delivered at the price(s) bid, FOB Destination Point. 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. Discounts offered for payment may be a factor in the awarding of bids only in the event of tie bids. (In the event of an absolute tie the award decision will be made in the best interest of the City as determined by the Procurement Commissioner in his/her sole discretion.) Discounts must be for a period of at least 15 days to be so considered. Discounts offered shall be assumed to be from gross price unless otherwise indicated.

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

AMOUNT OF BID OR EST. CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 25,000.00 or less	No Check Required
\$ 25,000.01- \$ 99,999.99	\$ 500.00
\$ 100,000.00 - \$ 249,999.99	\$ 2,000.00
\$ 250,000.00- \$ 499,999.99	\$ 4,000.00
\$ 500,000.00 or more	\$ 6,000.00

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

Any bid in excess of \$500,000 is not covered by the Annual Master Bid Security Program and bidder must submit a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined, the Procurement Department shall refund, with the exception of the fee paid for participation in the City's Annual Master Bid Security program, the bid security except the bid security of the lowest responsive and responsible bidder. Upon return of the duly executed contract documents, required fees and the furnishing of any required bonds or other performance security by the lowest responsive and responsible bidder, its bid security will be refunded.

9. **PERFORMANCE SECURITY.** The City of Philadelphia requires performance security for contracts greater than \$25,000. If the amount of the contract to be awarded is greater than \$25,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

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. All contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

11. **RESPONSIVENESS.** Subject to the right of the Procurement Commissioner to waive nonresponsiveness as set forth below in this Section, these Terms and Conditions of Bidding and the specifications and requirements included in this Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of its 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 the specifications and requirements included in this 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 the specifications and requirements included in this Invitation and Bid is nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsiveness is not material to the Invitation and Bid or that a waiver of the nonresponsiveness is otherwise permitted by this Invitation and Bid, by these Terms and Conditions of Bidding or by law. The Procurement Department's determination of nonresponsiveness shall be final and any bid rejected as nonresponsive shall not be eligible for contract award.

12. **RESPONSIBILITY.** Unless otherwise specified, after bids are opened the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the contract resulting from this Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sound 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 for 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.

13. **CONTRACTS.** Awards of contracts in amounts less than or equal to \$25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$25,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient Performance Security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a Labor and Materials Bond, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the contract by the Procurement Commissioner.

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

14. **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 insureds 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 insureds will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award.

The City reserves the right to require the contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this contract by the contractor to the City 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:**

- (1) Workers' Compensation -Statutory limits.
- (2) Employers Liability - \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; \$500,000 Policy Limit -Bodily Injury by disease
- (3) All states endorsement

(b) **GENERAL LIABILITY INSURANCE**

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

(c) **AUTOMOBILE LIABILITY**

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

15. **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 bonds, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

events of default under any contract resulting from this Invitation and Bid:

- a. Failure by contractor to comply with any provision or Section of the contract, including the bid specifications contained in this Invitation and Bid and these Terms and Conditions of Bidding and/or failure by contractor to comply with any federal state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.
- b. Falseness of any representation or warranty made in the contract or other document(s) submitted to the City by contractor in connection with this Invitation and Bid.
- c. Failure by contractor to pay its suppliers or subcontractors, misappropriation of any funds provided under the contract or failure to notify City upon discovery of any misappropriation.
- d. A violation of law by contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by contractor, its directors, employees, or agents or indictment or issuance of charges against contractor, its directors, employees or agents for any criminal offense or other violation of law (whether or not the offense or violation of law is ultimately adjudged to have occurred), where such criminal offense, violation, indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the contract.
- e. Failure by contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.
- f. The Procurement Department's determination that the contractor is not a responsible bidder on this Invitation and Bid, where such determination is made, and is based upon, information received after award of the contract and/or after execution of the contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding contract set forth in Section 13 above.
- g. Any other act or omission identified in these Terms and Conditions of Bidding or elsewhere in the Invitation and Bid as an event or condition constituting default.

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

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

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

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 to \$ 100,000.00	\$ 10.00
\$ 100,000.01 to \$ 300,000.00	\$ 30.00
\$ 300,000.01 to \$ 500,000.00	\$ 50.00
\$ 500,000.01 to \$ 1,000,000.00	\$ 100.00
\$ 1,000,000.01 to \$ 2,000,000.00	\$ 200.00
\$ 2,000,000.01 to \$ 3,000,000.00	\$ 300.00
\$ 3,000,000.01 to \$ 4,000,000.00	\$ 400.00
\$ 4,000,000.01 to \$ 5,000,000.00	\$ 500.00
\$ 5,000,000.01 or more	\$ 600.00

Failure to submit the Bid Processing Fee may result in rejection of the bidder's bid. In addition, if a contract award is made pursuant to this Invitation and Bid, any unpaid bid processing fees owed by the successful bidder to the City must be paid prior to the City's release of any payments under the resulting contract.

18. NONDISCRIMINATION.

a. Any contract awarded pursuant to this Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, bidder shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin or sex. Such discrimination shall constitute an event of default under this contract entitling City to terminate this contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 16 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, bidder 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, 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 16 or otherwise available to the City at law or in equity. Bidder 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. Bidder 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 16 or otherwise available to the City at law or in equity.

19. 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. 16-92 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. All City employees presented with gifts or gratuities as indicated in Executive Order 16-92 have been instructed to report these actions to the appropriate authorities. 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 10-102 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 §20-608.

20. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 15 and/or Section 16..

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

22. TAX REQUIREMENTS. Any contractor, or vendor of goods, wares and merchandise, or purveyor of services, who bids on and is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City

and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes “doing business” in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

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

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

23. 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 this 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).”

24. ASSIGNMENT. The successful bidder shall not assign the contract resulting from this 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.

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

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

b. In the performance of any contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have)

any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any contract resulting from this Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under 18 Pa.C.S. Section 4904.

**BIDDER MUST SIGN BID on
Page 8 of 8 of Conditions of Bidding**

SIGNING OF BIDS

This contract consists of the Invitation and Bid (including exhibits and attachments), any addenda thereto issued by the City and the foregoing Terms and Conditions of Bidding (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 this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$25,000, date and sign the bid here, with original signatures, in ink.

This _____ day of _____ 200__

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

If bid is by 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 _____ 200__

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or a 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

(Asst. City Solicitor)

(Acting Procurement Commissioner)



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Minority Business Council Participation is required be sure to fill out all appropriate forms. If you have questions call MBEC at (215) 686-6232.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet **all** qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. FAXed bids will not be accepted.
- **Do not** submit counter terms or conditions. **Your bid will be rejected.**
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts: All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

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

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



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

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you after the contract has been fully executed, at a **fee of \$10.00** for **each** bid number requested. Please be advised that bid tabulations **are not available** by telephone. If you have any questions, please call 215-686-4755 or 4756.

BID RESULTS REQUEST FORM

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

PLEASE NOTE INCREASED FEE

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

- Check or Money Order payable to "City of Philadelphia";
- A self-addressed stamped envelope which is **at least 9 1/2" x 12 1/2" or larger** for each Bid requested.

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

Mail Request To:

**The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B, MSB
Philadelphia, PA 19102-1685**

Do Not Send Cash

Internal Use Only:

Date Request Received:	Check Type:
Date Bid Result(s) Mailed:	Check Number:
Initials:	Check Amount \$



CITY OF PHILADELPHIA

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

Janet Hagan
Acting Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2006 – June 30, 2008

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$25,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$25,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2006 to June 30, 2008**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2006 – 2008** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/06 to 6/30/08
(NO PERSONAL CHECKS)

Internal Use Only

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



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685
(215) 686-4750
FAX (215) 686-4728

JANET HAGAN
Acting Procurement Commissioner

December 1, 2006

Dear Vendor:

Effective **February 1, 2007**, the City of Philadelphia, Procurement Department, will be implementing the following change regarding vendors' Bid Security Checks.

Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors original bid security checks will no longer be returned. Instead, the City will issue a check to those vendors, in the amount of the security deposit, after the contract award and/or contract conformance.

The City of Philadelphia will continue to enroll interested Service, Supplies and Equipment vendors in the Master Bid Security Program. To participate in the program, vendors can obtain an application by going to www.phila.gov/bids and clicking on July 1, 2006 to June 30, 2008 under Master Bid Security.

Sincerely,

Janet Hagan
Acting Procurement Commissioner



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

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

Vincent Jannetti
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

OFFICE OF THE DIRECTOR OF FINANCE
Room 1330 Municipal Services Building
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

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's website: www.phila.gov, click on Vendor Invoice Information under the Help Me Section of the home page, enter your Federal Employer Identification Number (FEIN) and a valid active purchase order. Then, agree to a waiver statement and follow the prompts to get an up to date status on your payments.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent J. Jannetti'.

Vincent J. Jannetti
Acting Director of Finance