



**VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)**

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

*Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises<sup>1</sup>*

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

REVISED 4-2007

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>2 26</b>
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: MARKED/UNMARKED POLICE SEDANS 4 DOOR

1.2 CONTRACT TERM: **1/1/2008** to **12/31/2008** ("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.

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

1.2.2 If an individual Performance Bond and/or Labor and 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 1.2.2, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions Of Bidding And Contract.

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>3 26</b>
		FIRM NAME (Must be filled in)	

1.3 CONTRACT TYPE: **REQUIREMENTS**

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

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

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

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.

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

1.5 STATEMENT OF DIRECTION:

1.5.1 It is the intent of the City of Philadelphia to make an award for **Marked/Unmarked Police Sedans 4 Door** for the Office of Fleet Management as specified herein during the contract period.

1.6 BID SECURITY

For the purposes of this bid, Paragraph 2 of the "Term and Conditions of Bidding and Contract" is deleted. Instead, vendors shall submit a bid executed on the City's forms (attached Exhibit A) in the amount of 10% of the total amount of the bid. A bid which is not accompanied by this required security will be rejected.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>4 26</b>
		FIRM NAME (Must be filled in)	

1.7 BID INFORMATION:

- 1.7.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.7.2 Information provided verbally by any City official shall not be binding or relevant.

1.8 BID SUBMISSION:

- 1.8.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.8.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1<sup>st</sup> Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.8.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.8.4 COPIES OF BID SPECIFICATIONS

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

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

- 1.8.5 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.8.6 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>5 26</b>
		FIRM NAME (Must be filled in)	

1.8.7 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

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

Prime or subcontractor's LBE Certification Number \_\_\_\_\_

If applicable:

Subcontractor's Name \_\_\_\_\_

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

1.8.8 **BID PROCESSING FEE:**  
All bids submitted where the bid total is greater than \$25,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract".

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>6 26</b>
		FIRM NAME (Must be filled in)	

1.8.9 CONTACT PERSON:

PRE-AWARD:

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

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

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

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

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

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

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

POST-AWARD:

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

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

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

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

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

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>7 26</b>
		FIRM NAME (Must be filled in)	

1.8.10 SOLE PRODUCT

Award shall be made on the items specified. Alternate offered for other than the items specified will not be considered. For this bid only, Paragraph 4 of the "Terms and Conditions of Bidding and Contract" does not apply.

1.8.11 FORMS TO BE RETURNED WITH BID:

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

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

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

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

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

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

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>8 26</b>
		FIRM NAME (Must be filled in)	

1.8.12 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 three (3) calendar days after the scheduled Non-Mandatory Pre-Bid Meeting referenced in paragraph 1.10 of this Invitation and 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.

1.9 BIDDER QUALIFICATION:

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>9 26</b>
		FIRM NAME (Must be filled in)	

SECTION 1:

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

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

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

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

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

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

SECTION 2:

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

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

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

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

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>10 26</b>
		FIRM NAME (Must be filled in)	

- 1.9.2 Commercial Dealers must have at least two outside sales professionals that call on commercial and municipal fleets to be recognized as such.
- 1.9.3 Commercial Dealers must have at least 13 service stalls staffed with properly trained Factory ASE technicians to service commercial and municipal fleets.
- 1.9.4 Commercial Dealers must have a 13 ft minimum overhead door installed on the service facility to accommodate service body vehicles for commercial and municipal fleets.

1.10 NON-MANDATORY PRE-BID MEETING

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on Wednesday, January 16, 2008 at 12:00 pm in Room 170A, at the Municipal Services Building, 1401 J.F.K. Boulevard, Philadelphia, PA 19102

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

Attendance at this Pre-Bid Meeting is not a requirement for bidding.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>11 26</b>
		FIRM NAME (Must be filled in)	

SECTION 2: SPECIFICATIONS

2.1 Successful Bidder shall be required to supply the City of Philadelphia's **OFFICE OF FLEET MANAGEMENT** with **MARKED/UNMARKED POLICE SEDANS** as listed in Sections 2 and 5 of this Invitation and Bid.

Bidders shall submit pricing for each item listed below in Section 5: Pricing. Pricing shall be for the unit of measure(s) as indicated in parenthesis ( ) and all prices shall remain firm for the initial term of the contract. If subsequent renewal terms are exercised by the City, the vendor may increase prices as per paragraph entitled "Price Increase or Decrease" in Section 4 of this Invitation and Bid. Bidder shall submit pricing on item indicated plus all options. Bidder shall submit pricing on item(s) indicated plus all options.

2.1.1 **42810 000 062**  
Marked Police Sedan, 4 door; per Procurement Dept. Specifications 41-V-15V:89, (9C1) and modifications to Spec. Code 11212N.11 attached.

(EA)

2.1.2 **42810 000 063**  
Unmarked Police Sedan, 4 door; per Procurement Dept. Specifications 41-V-15V:89, (9C3) and modifications to Spec. Code 11212N.11 attached.

(EA)

2.1.3 **42810 009 604**  
Provide complete set of manuals as per Section 7.2. (ST)

**OPTIONS (ALL OPTIONS MUST BE BID)**

**AFTER MARKET INSTALLED OPTIONS - MEETING ALL OEM/KERR SPECIFICATIONS, AS A MINIMUM. CUT SHEET - DESCRIPTION (IF AVAILABLE) MUST BE SUBMITTED WITH BID FOR ALL OPTIONS.**

**Warranty (100% part, labor and travel time \$0 deductible) for all after market installed options "EXCEPT ITEMS 5.20 & 5.21, LIGHT BARS (SEE LIGHT BAR)", 1 year/unlimited mileage/36,000 miles/unlimited time.**

**Complying with warranty "NOTE" as listed in Section 4.1 of the Specification.**

2.2 **42810 009 605**  
4.2 PRE-PRODUCTION INSPECTION (EA)

2.3 **42810 009 606**  
Provide grill LED lamps (red/blue) (EA)  
Ref: CODE 3 P/N XT3R/XT3B

**42810 009 607**

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b>	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>12 26</b>
	PHILADELPHIA, PA 19102 - 1685	FIRM NAME (Must be filled in)	

- 2.4 Provide four corner Strobes with 75-watt power pack. (EA)  
Ref: CODE 3 P/N 4HCL
- 42810 009 608**
- 2.5 Provide fender intersection LED lights (red/blue). (EA)  
Ref: CODE 3 P/N PSLXEX1F-R & PSLXEX1F-B
- 42810 009 609**
- 2.6 Provide low profile rear LED deck lamps (red/blue). (EA)  
Ref: CODE 3 P/N LX1FR & LX1FB
- 2.7 **42810 009 0610**  
Provide Wig Wag flashing headlights (EA)  
Ref CODE 3# 920-06
- 42810 009 611**
- 2.8 Provide a molded rear seat with floor pan shall be installed. (EA)  
It shall incorporate the use of the OEM three-point seat belt system.  
Two (2) drain holes with plugs shall be in the floor pan.  
Ref: PROGUARD # S52I06 AND FP52I06
- 42810 009 612**
- 2.9 Provide a solid divider prisoner screen with center sliding window, (EA)  
lower kick panel, between the driver's seat and the rear compartment.  
Ref: SETINA MODEL 10S-PLEX & Lower Panel
- 42810 009 613**
- 2.10 Provide power distribution centers, front and rear power controlled by (EA)  
ignition.  
Ref: CONSOLIDATOR # C-TSM-IMP-1-PHL
- 42810 009 614**
- 2.11 Provide LED trunk lid warning lamps (red/blue) with trunk-mounted switch. (EA)  
Ref: CODE 3 P/N LXEXB1F-R / LXEB1F-B
- 42810 009 615**
- 2.12 Provide a 100-watt siren & siren speaker behind grille and control. (EA)  
Ref: CODE 3 Model 3997R siren switch box control  
CODE 3 Model 3100 speaker w/bracket
- 42810 009 616**
- 2.13 Provide automatic battery protection, (EA)  
disconnects battery at preset factory setting 12V.  
Ref: Priority Start P/N 12V Pro
- 42810 009 617**
- 2.14 Provide an aluminum front skid plate (EA)  
Ref: HAVIS# HS-SKID-PLATE-IMP
- 42810 009 618**

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>13 26</b>
		FIRM NAME (Must be filled in)	

- 2.15 Provide full width slide out trunk equipment tray with ground stud. (EA)  
Ref: CONSOLIDATOR# C-3311-2
- 42810 009 619**
- 2.16 Provide half size slid out trunk equipment tray with ground stud. (EA)  
Ref: CONSOLIDATOR# C-3311-18-2
- 42810 009 620**
- 2.17 Provide trunk organizer. (EA)  
Ref: PROGUARD# TO52I06
- 42810 009 621**
- 2.18 Provide push bumper. (EA)  
Ref: GO RHINO# 5081
- 42810 009 622**
- 2.19 Provide 14" center console with three 12 volt power outlets in front end panel. (EA)  
Ref: CONSOLIDATOR# C-1400TM-IMP-PHL
- 42810 009 623**
- 2.19.1 Console large cup holder. (EA)  
Ref: CONSOLIDATOR# C-CUP2-1
- 42810 009 624**
- 2.19.2 Console armrest. (EA)  
Ref: CONSOLIDATOR #C-ARM-3
- 42810 009 625**
- 2.19.3 Provide 2 Radio Holders. (EA)  
Ref: CONSOLIDATOR #C-RP-XTS
- 42810 009 626**
- 2.20 Provide roof mounted LED light bar, w/directional bar built in, with and controller. (EA)  
*LIGHT BAR WARRANTY*  
Warranty (100 % part, labor and travel time \$0 deductible)  
10 years on ALL LED products.  
5 year on ALL OTHER ITEMS  
Ref: CODE 3 model 2747-AS-PHILLED-1
- LIGHTING SEQUENCE:**
- MODE-1 IN ON POSITION IN PARK OR DRIVE**  
Lightbar Rear Center Red Led Light  
Rear Led Deck Lights  
Rear Tail Light Strobes  
Wigwags **in Drive Only**
- MODE-2 IN ON POSITION IN PARK OR DRIVE**  
Lightbar Red Led Lights Positioned Forward of Alley Lights

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>14 26</b>
		FIRM NAME (Must be filled in)	

Lightbar Front & Rear Inner Red & Blue Led Lights  
Lightbar Rear Center Red Led Light  
Lightbar Red & Blue Rotators  
Rear Led Deck Lights  
Rear Tail Light Strobes  
Wigwags **in Drive Only**

**MODE-3 IN ON POSITION IN PARK OR DRIVE**

Lightbar Red Led Lights Positioned Forward of Alley Lights  
Lightbar Front & Rear Inner Red & Blue Led Lights  
Lightbar Rear Center Red Led Light  
Lightbar Red & Blue Rotators  
Rear Led Deck Lights  
Rear Tail Light Strobes  
Wigwags **in Drive Only**  
Front Strobes **in Drive Only**  
Lightbar Front Left & Right Corners Red & Blue Led Lights **in Drive Only**

**SWITCH -1        Takedown Lights**  
**SWITCH -2        Auxiliary**  
**SWITCH -3        Left Alley**  
**SWITCH -4        Right Alley**

**42810 009 627**

2.21 Provide LIGHT BAR / SPEAKER SIREN PACKAGE (EA)  
Including items, 5.21 and 5.31  
Meeting all requirements for both items.  
Ref: CODE 3 model 2747-AS-PHILLEDPKG-1

**42810 009 628**

2.22 Ballistic Door Panels (EA)  
Drivers and Front Passengers  
Ref: DEFENSE TECH #DTI-VDP-CI-LEVEL3-L+R

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>15 26</b>
		FIRM NAME (Must be filled in)	

2.23 DELIVERY INSTRUCTIONS:

Department will contact vendor with delivery instructions.

All Invoices Against This Purchase Order Should Be Mailed To:

Office of Fleet Management  
Accounting Unit, 3<sup>rd</sup> Floor  
100 South Broad Street  
Philadelphia, PA 19110

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>16 26</b>
		FIRM NAME (Must be filled in)	

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

- 3.1.1 Bid will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
- (i) improper bid security
  - (ii) improper bid execution
  - (iii) incompleteness
  - (iv) offering counter terms and conditions
  - (V) improper or incomplete execution of MBEC documents (if applicable)

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

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

3.2 AWARD

- 3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s).
- 3.2.2 THE BASIS OF AWARD
- Shall be the lowest aggregate amount for all items 5.1.1 through 5.1.22, except 5.2
- 3.2.3 The contract award will be in the amount of the total amount bid for the items plus a 5% contingency amount to allow and provide for technological changes, improvements or amplifications as the result of the pilot inspection, etc.
- 3.2.4 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.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>17 26</b>
		FIRM NAME (Must be filled in)	

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$25,000.00 and awarded as a whole or by section.

3.2.5 Performance Security

If the total award amount is \$500,000 or less, bidders attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract", for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$25,001.00. All awards at the \$25,001.00 amount will be subject to a \$50.00 Master Performance Security Fee.

OR

If the total award amount exceeds \$500,000, the Master Performance Security Program 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 1.2.1 and 1.2.2 shall apply.

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

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

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.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>18 26</b>
		FIRM NAME (Must be filled in)	

3.2.7 Insurance

Insurance is a requirement for this bid in accordance with Paragraph 15 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

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

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

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 is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

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

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

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

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

4.1.4 ADD-ONS

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>19 26</b>
		FIRM NAME (Must be filled in)	

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

#### 4.2 VENDOR RESPONSIBILITY

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

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

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

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

(ii) notify the ordering agency in writing and refuse to deliver.

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

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

4.2.5.1 Liquidated Damages For Late Deliveries

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>20 26</b>
		FIRM NAME (Must be filled in)	

These specifications shall be subject to the following contractual provisions:

- (1) Time is an essential element of this agreement and Seller agrees that deliveries of items in condition satisfactory to the Procurement Commissioner shall be completed as provided on the day(s) specified pursuant to the delivery schedule contained in specifications.
- (2) For each and every day that a vehicle is late, in accordance with the delivery schedule, the Procurement Commissioner may deduct from the monies due or becoming due Seller the sum per day per undelivered vehicle specified in the bid as liquidated damages to compensate Buyer for its damages arising out of delay in delivery. The number of days of default shall be computed as including the day of default through to but not inclusive of the day when delivery is made. Provided, however, as to item delivered but rejected, the item shall be considered as non-delivered from the date on which the vendor is notified of rejection until the date the item is re-delivered.
- (3) The term "vehicle" as used above shall refer to each vehicle, vehicle body, chassis, or other unit of equipment awarded to the bidder.
- (4) Notwithstanding the above provisions Seller shall not be liable for liquidated damages for delays in delivery caused by Acts of God, acts of public enemy, acts of government, quarantine restrictions and general strikes throughout the industry or freight embargoes not caused by or participated in by Seller.
- (5) Resort to liquidated damages provision by Buyer shall not preclude by Buyer from resorting to other available remedies for subsequent or continuing breaches by Seller.
- (6) Liquidated damages will be in the amount of \$50.00 per calendar day per vehicle that delivery of each vehicle exceeds the delivery schedule stated.

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>21 26</b>
		FIRM NAME (Must be filled in)	

4.2.7 Escalation Price

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

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

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

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>22 26</b>
	FIRM NAME (Must be filled in)		

	<b>Unit of Measure</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total Cost</b>
--	------------------------	------------	------------------	-------------------

**SECTION 5: PRICING**

**5.1 UNITS AS PER SPECIFICATION**

5.1.1	MARKED UNIT (9C1) OMIT SECTION <b>4.2 PRE-PRODUCTION INSPECTION (41-V-15U:89)</b>	<b>EA</b>	<b>50</b>	\$ _____	\$ _____
5.1.2	UNMARKED UNIT (9C3) OMIT SECTION <b>4.2 PRE-PRODUCTION INSPECTION (41-V-15U:89)</b>	<b>EA</b>	<b>2</b>	\$ _____	\$ _____
5.1.3	Provide complete set of manuals as per section 7.2.	<b>EA</b>	<b>1</b>	\$ _____	\$ _____

**OPTIONS (ALL OPTIONS MUST BE BID)**

**AFTER MARKET INSTALLED OPTIONS - MEETING ALL OEM SPECIFICATIONS, AS A MINIMUM. CUT SHEET - DESCRIPTION (IF AVAILABLE) MUST BE SUBMITTED WITH BID FOR ALL OPTIONS.**

*Warranty (100 % part, labor and travel time \$0 deductible) for all after market installed options "EXECPT ITEMS 5.20 & 5.21, LIGHT BARS (SEE LIGHT BAR)", 1 year / unlimited mileage / 36,000 miles / unlimited time. Complying with warranty "NOTE" as listed in section 4.1 of the specification.*

5.2	4.2 PRE-PRODUCTION INSPECTION	<b>EA</b>	<b>1</b>	\$ _____	\$ _____
5.3	Provide grill LED lamps (red/blue). Ref: CODE 3 P/N XT3R/XT3B	<b>EA</b>	<b>1</b>	\$ _____	\$ _____
5.4	Provide four corner Strobes with 75-watt power pack. Ref: CODE 3 P/N 4HCL	<b>EA</b>	<b>1</b>	\$ _____	\$ _____
5.5	Provide fender intersection LED lights (red/blue). Ref: CODE 3 P/N PSLXEX1F-R & PSLXEX1F-B	<b>EA</b>	<b>1</b>	\$ _____	\$ _____
5.6	Provide low profile rear LED deck lamps (red/blue). Ref: CODE 3 P/N LX1FR & LX1FB	<b>EA</b>	<b>1</b>	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>23 26</b>
		FIRM NAME (Must be filled in)	

	Unit of Measure	Qty	Unit Cost	Total Cost
5.7 Provide Wig Wag flashing headlights. Ref: CODE 3 # 920-06	EA	1	\$ _____	\$ _____
5.8 Provide a molded rear seat with floor pan shall be installed. It shall incorporate the use of the OEM three-point seat belt system. Two (2) drain holes with plugs shall be in the floor pan. Ref: PROGUARD # S52I06 AND FP52I06	EA	1	\$ _____	\$ _____
5.9 Provide a solid divider prisoner screen with center sliding window, lower kick panel, between the driver's seat and the rear compartment. Ref: SETINA MODEL 10S-PLEX & Lower Panel	EA	1	\$ _____	\$ _____
5.10 Provide power distribution centers, front and rear power controlled by ignition. Ref: CONSOLIDATOR # C-TSM-IMP-1-PHL	EA	1	\$ _____	\$ _____
5.11 Provide LED trunk lid warning lamps (red/blue) with trunk-mounted switch. Ref: CODE 3 P/N LXEXB1F-R / LXEB1F-B	EA	1	\$ _____	\$ _____
5.12 Provide a 100-watt siren & siren speaker behind grille and control. Ref: CODE 3 Model 3997R siren switch box control CODE 3 Model 3100 speaker w/bracket	EA	1	\$ _____	\$ _____
5.13 Provide automatic battery protection, disconnects battery at preset factory setting 12V. Ref: Priority Start P/N 12V Pro	EA	1	\$ _____	\$ _____
5.14 Provide an aluminum front skid plate Ref: HAVIS# HS-SKID-PLATE-IMP	EA	1	\$ _____	\$ _____
5.15 Provide full width slide out trunk equipment tray with ground stud. Ref: CONSOLIDATOR# C-3311-2	EA	1	\$ _____	\$ _____
5.16 Provide half size slid out trunk equipment tray with ground stud. Ref: CONSOLIDATOR# C-3311-18-2	EA	1	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>24 26</b>
	FIRM NAME (Must be filled in)		

	Unit of Measure	Qty	Unit Cost	Total Cost
5.17 Provide trunk organizer. Ref: PROGUARD# TO52I06	<b>EA</b>	<b>1</b>	\$ _____	\$ _____
5.18 Provide push bumper. Ref: GO RHINO# 5081	<b>EA</b>	<b>1</b>	\$ _____	\$ _____
5.19 Provide 14" center console with three 12 volt power outlets in front end panel. Ref: CONSOLIDATOR# C-1400TM-IMP-PHL	<b>EA</b>	<b>1</b>	\$ _____	\$ _____
5.19.1 Console large cup holder. Ref: CONSOLIDATOR# C-CUP2-1	<b>EA</b>	<b>1</b>	\$ _____	\$ _____
5.19.2 Console armrest. Ref: CONSOLIDATOR #C-ARM-3	<b>EA</b>	<b>1</b>	\$ _____	\$ _____
5.19.3 Provide 2 Radio Holders Ref: CONSOLIDATOR #C-RP-XTS	<b>EA</b>	<b>1</b>	\$ _____	\$ _____
5.20 Provide roof mounted LED light bar, w/directional bar built in, with and controller.				

**LIGHT BAR WARRANTY**

*Warranty (100 % part, labor and travel time \$0 deductible)*

**10 years on ALL LED products.**

**5 year on ALL OTHER ITEMS**

**Ref: CODE 3 model 2747-AS-PHILLED-1**

**LIGHTING SEQUENCE:**

**MODE-1 IN ON POSITION IN PARK OR DRIVE**

Lightbar Rear Center Red Led Light  
Rear Led Deck Lights  
Rear Tail Light Strobes  
Wigwags **in Drive Only**

**MODE-2 IN ON POSITION IN PARK OR DRIVE**

Lightbar Red Led Lights Positioned Forward of Alley Lights  
Lightbar Front & Rear Inner Red & Blue Led Lights  
Lightbar Rear Center Red Led Light

Unit of	Qty	Unit	Total
---------	-----	------	-------



<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S8XT7250</b>	PAGE OF <b>26 26</b>
		FIRM NAME (Must be filled in)	

Extended Total Bid Amount \$ \_\_\_\_\_  
 (Unit Price X Quantity for  
 all items bid)

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

TYPE OF TRANSPORT: \_\_\_\_\_

**TYPE:** MARKED / UNMARKED POLICE SEDAN, 4 DOOR

**GVWR:** 3,400 LBS APPROX.

**SPEC CODE:** 11212N.11

**REF PURCHASE DESCRIPTIONS:** 41-V-15U:89  
P-10

**VOCATION:** LAW ENFORCEMENT

**INTENT:** It is the intent to describe a manufacturer's first level front wheel drive Police Package sedan, 4 door, equipped with sensors and warning devices. All after market up-fitters must be pre-approved by OFM.

**REF: Chevrolet Impala (9C1 and 9C3)**

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

Appurtenances and/or accessories not herein mentioned but necessary to furnish a complete unit ready for immediate use upon delivery shall be included and conform to the best practices known in strength, quality, material and workmanship and be subject to these specifications in full. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished. Dealer must furnish at time of delivery, for each piece of equipment being delivered, a line sheet pertaining to all components of the vehicle. This unit must supply as a minimum all standard equipment of the referenced model (s) in this specification.

All wiring shall be color or number coded throughout. All electrical circuits shall be protected by circuit breakers or fuses. All chassis-to-body wiring shall be of the **DIN / WEATHERPACK** type connections. All wiring connections shall be crimped and soldered and covered with shrink wrap or other O.E.M connection.

All wiring and non hydraulic hoses and tubing throughout, shall be protected by convoluted plastic loom. Rubber grommets shall be supplied on all wiring and hoses when passing through any bulkheads, body panels, etc.

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

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

OFM SPEC CODE 11212N.11

**"OR APPROVED EQUAL"**

major

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

**MODIFICATION TO REFERENCE SPECIFICATION 41-V-15V:89**

**4 GENERAL BIDDING CONDITIONS**

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

Manufacturers Standard Warranty Complete unit, **(minimum 3yr. / 36,000 miles)**

**WARRANTY FOR ALL AFTER MARKET INSTALLED OPTIONS**

Warranty (100 % part, labor and travel time \$0 deductible) for all after market installed options "EXECPT ITEMS 5.31 & 5.32 LIGHT BARS "

1 year / unlimited mileage

36,000 miles / unlimited time.

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

**LIGHT BAR WARRANTY (ITEM 5.31 & 5.32)**

Warranty (100 % part, labor and travel time \$0 deductible)

10 years on ALL LED products.

5 year on ALL OTHER ITEMS

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

NOTE: All minor repairs (less than four (4) labor hours) shall be performed within 1 working day, Sundays excluded.

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

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

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

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

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

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

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

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

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

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

Transportation to and from the vendor's site, if required, is the successful bidders responsibility. Transportation to and from the vendor's site, performed by City forces it will be billed at a rate of \$52.00 plus the cost of equipment, if needed.

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

Copies of Warranty Repair Orders shall be forwarded to the Office of Fleet Management within ten (10) days after completion of each repair. Repair orders shall be complete with all parts and labor cost.

**WARRANTY REGISTRATION**

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

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

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

The City recognizes only the warranty terms cited in the Invitation to Bid and agreed to in the contract awarded to the successful bidder, under Warranty, section 4.1 and Engineering Responsibility & Chronic Complaints/Failures, section 4.1.1.

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

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

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

**4.1.1 ENGINEERING RESPONSIBILITY & CHRONIC COMPLAINTS/FAILURES**

The responsibility for the design of this equipment shall rest upon the Prime Contractor, and he/she shall consider all elements of operation for which the warranty shall apply. The Prime Contractor shall be responsible for the compliance and performance of each subcontractor, including all suppliers.

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

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

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

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

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

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

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

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

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

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

**4.1.2 DRAWINGS AND ILLUSTRATIONS**

Complete set of drawing for all wiring of lighting and other electrical wire must be supplied for OFM approval. All drawing must be approved before any items are installed. All units shall be built according to the approved drawings.

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

**4.2 PRE-PRODUCTION INSPECTION**

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

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

**5 SHIPMENT AND DELIVERY**

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

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

DELIVERY CONTACT PERSON: PETE BAKER (215-686-1877)  
BUD LIPSKI (215-686-1875)  
OFFICE OF FLEET MANAGEMENT  
100 SOUTH BROAD STREET, 3RD FLOOR  
PHILADELPHIA, PA 19110

DELIVERY LOCATION: OFFICE OF FLEET MANAGEMENT  
SHOP 415  
3895-99 RICHMOND STREET  
PHILADELPHIA, PA 19124  
PHONE (215) 685 – 1232

**5.6 DELIVERY CONDITIONS**

All vehicles shall have all fluids including fuel and grease levels filled to capacity. All fill caps shall be labeled.

**5.7 UNLOADING**

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

**5.8 INSTRUCTIONS & TRAINING (PER-ORDER)**

The vendor shall furnish three (3) video training films, VHS 1/2 inch, covering the following subjects (if available):

Routine Maintenance

Preventive Maintenance

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

In addition, the vendor shall instruct City employees in the operation, servicing and maintenance of the units or equipment delivered at the following City facilities and at such times as the Engineer may designate, all within thirty (30) days after final acceptance of the first unit.

Technician Training for five (5) technicians at a factory training center on chassis,

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

engine, transmission, hydraulic, and related equipment.

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

**6 INSPECTION**

Pennsylvania State Inspection / Emission Inspection required.

**7 CERTIFICATIONS & MANUALS (PER ORDER)**

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

CITY OF PHILADELPHIA  
OFFICE OF FLEET MANAGEMENT  
KATHLEEN KELLY  
100 SOUTH BROAD , 3RD FLOOR  
PHILADELPHIA, PA 19110

**7.2 Operation, Maintenance and Repair Data**

Prior to the delivery of the first units, the vendor shall forward directly to the Office of Fleet Management Maintenance, Operating and Repair manuals and Parts Lists as specified below. The manuals shall be shipped separately to OFM 100 South Broad Street, 3rd Floor, Phila, Pa. 19102 and not with the units. All manuals shall be in the form of neatly bound books, with durable covers, and shall be properly identified with the manufacturer's name, model and serial number of the equipment.

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

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

Provide ten (10) complete set of manuals shall be furnished per order.

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

Each manual shall cover chassis, superstructure, engine, transmission, differential, hydraulic system and all other added equipment in addition to those required in the referenced 41v / P-10.

Operating Instructions and schematics including:

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

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

**7.2.1 Preventive Maintenance Instructions**

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

**7.2.2 Recommended Spare Parts**

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

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

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

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

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

**8 SIGNS**

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

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

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

**9 QUESTIONS REGARDING BID**

All questions regarding bid specifications should be directed to:

Office of Fleet Management

Bud Lipski

100 S. Broad St, Phila., PA 19110,

Phone 215-686-1875,

E-mail [bud.lipski@phila.gov](mailto:bud.lipski@phila.gov)

**MODIFICATIONS TO STANDARD SPECIFICATION: P-10**

**1.0 CLASSIFICATION**

1.1 It is the intent of this purchase description to describe, both generally and specifically, passenger carrying vehicles of the Sedan and station wagon class required by the City and must be capable transporting five (5) adult persons of average height and weight.

**2.0 APPLICABLE SPECIFICATIONS**

2.1 The manufacturers first level Police Package for the Model Bid shall be furnished and include the following. (41-V-15V:89)

Vehicle is to be used as a Police Patrol Vehicle operated 24 hours daily, 365 days a year, in all types of weather. Shall be able to withstand all types of road hazards and road hazards encountered in pursuit of vehicles or pedestrians. Shall be capable of accelerating rapidly from normal driving speeds. Brakes shall be able to resist fade after numerous consecutive emergency braking situations. Brakes shall be able to make emergency stops without swerving from centerline. Vehicle shall be able to resist tendency to skid or roll on high speed turns and in cornering.

2.2 OMIT

**3.0 CHASSIS AND SUSPENSION**

3.1 The make and models of vehicles which are acceptable for this bid shall have a wheel base of not less than 110.0 inches.

3.2 TIRES:

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

Tires shall be manufactures standard high speed Police tires blackwall, radial, steel belted, all season tires.

**3.2.1** Tire size for this specification shall be the largest manufacturer's tire size available for model bid.

**3.2.2** Mounted spare tire and wheel shall be the same type, size and construction as the tires supplied with vehicle.

**3.2.3** All wheels to be painted black.

**3.3 DRIVE SYSTEMS (FRONT WHEEL DRIVE)**

**3.3.1** Brakes shall be Power Booster, 4 wheel disc.

**3.3.2** All vehicles shall be equipped with a four (4) speed, O.D. automatic transmission.

**3.3.3** Provide an external transmission oil cooler and increased capacity radiation. Transmission oil cooler to be positioned to avoid interference with A/C condenser.

**3.3.4** Suspension shall be heaviest suspension available provided by manufacturer for model vehicle bid. (Heavy Duty Type Police Package).

**3.3.5** Provide traction control (if available w/ Police Package).

**4.0 ENGINE**

Engine provided shall be not less than 3.9 Liter (Flex-Fuel), electronically controlled, fuel injected.

**4.1 LUBRICATION SYSTEM**

The engine lubricating system shall be the manufacturer's current standard production system. Engine shall be equipped with a replaceable oil filter, spin on/off type, and shall be equipped with an external engine oil cooler.

**4.2 IGNITION SYSTEM**

Electronic ignition system shall be supplied.

**4.3 FUEL SYSTEM**

The manufacturers largest fuel tank for the model vehicle bid shall be supplied.

**4.3.1** Provide a fuel cut off at 129 MPH.

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

**4.4** Vehicles to be equipped with the appropriate fuel injection configuration for the supplied engine.

**4.5 COOLING SYSTEM:**

Radiator shall be closed cooling system with increased capacity. Provide a coolant recovery tank. Radiator cap shall have a pressure release warning and safety detent. Vehicle to be delivered with sufficient long life coolant/anti-freeze, protection to -34 degrees fahrenheit to meet OEM engine specifications.

**5.0 ELECTRICAL**

**5.1** Alternator - Provide an alternator of a 150 AMP with an idle boost system.

**5.2 ELECTRICAL CIRCUITS:**

All electrical circuits shall be fused or provided with circuit breakers. Location of fuses and circuit breakers shall be in an area of easy access and servicing.

**5.3** Provide the largest capacity 12-volt battery available for the vehicle bid. Written warranty shall be submitted with the bid.

**5.4 OMIT**

**5.4.1 OMIT**

**5.4.2 OMIT**

**5.5 OMIT**

**5.6** Provide a radio interference suppression package.

**6.0 BODY**

**6.1** Body style shall be four (4) door sedan with three (3) seats. Seat covering shall be heavy duty cloth. Approved seat belts shall be provided.

**6.1.1** Provide heavy duty rubber floor covering.

**6.1.2** Provide front bumper mounted license plate holder.

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

**6.2 SEAT CONSTRUCTION:**

Both front seats shall be of the heaviest construction and includes springs, frames and tracks. available from the manufacturer.

**6.2.1 DRIVERS SEAT:**

Shall be manufacturer's standard 6-way power seat, with side air bags. All seats to be manufacturer's heavy duty type cloth / vinyl upholstery.

**6.3 OMIT**

**6.4 OMIT (SEE PRICING PAGE)**

**6.5 DOOR LOCKS:**

Door locks supplied shall be electrically operated locks with necessary adjustments or controls to prevent rear doors from being opened by manual override from rear seating area.

**6.6 OMIT (SEE PRICING PAGE)**

**6.7 BODY COLORS:**

MARKED UNITS - Unless specifically requested in the department's requisition, all Police marked vehicles shall be painted the manufacturer's brightest white, with black interior trim.

UNMARKED – Various manufacturer's colors.

**7.0 EQUIPMENT**

**7.1 STANDARD EQUIPMENT:**

- Day and night inside rear view mirror (largest size).
- Left and right remote controlled heated outside mirrors.
- Combination grab handle and armrests on doors.
- Windows: all windows to be tinted glass.
- Air Conditioning, factory installed.
- Power steering: with manufacturer's standard tilt steering wheel.
- Factory installed AM/FM w/ CD stereo radio, with antenna and speakers.
- Floor mats, Front
- Provide optional passenger side assist handle.
- Provide shorter optional shift lever kit (6S1)
- All other accessories that the manufacturer supplies as standard on the model bid.

**7.1.1 INSTRUMENT PANEL:**

- Dash to be manufacturer's standard padded dash with the following:
- Indicating speedometer, Recording odometer, Fuel gauge, Engine heat indicator,
- Alternator/Charging indicator, oil pressure indicator, panel lights.

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

**7.2 SPECIAL POLICE EQUIPMENT:**

**7.2.1 OMIT (SEE PRICING PAGE)**

**7.2.2** Windshield wipers to be equipped with a minimum 2-speed motor and have an intermittent mode in addition to the 2 speeds. To be equipped with windshield washers having a rigid solvent container.

**7.2.3 SPEEDOMETER:**

Shall be graduated at not more than 2 MPH increments, shall be calibrated and certified accurate within 2%.

**7.2.4** Provide an additional interior night vision (red/white) dome light shall be provided with dual switch and mounted to the rear of the rear view mirror.

**7.2.5** Provide universal key locking system with 3 keys per vehicle. All vehicles to be provided with locks with the same key code **279C**

**7.2.6** Provide full size spare tire with wheel, jack and lug wrench.

**7.2.7** Provide electric type rear window defogger/deicer. (Grid type).

**7.2.9** Provide front air bags, drivers and passenger.  
Provide air bags head curtain side impact.

**7.2.10** All vehicles to be provided with a trunk release operable from the driver's compartment.

**7.2.11 SEE SECTION 7.2 in 41-V-15U;85**

**7.2.12** Provide schooling or instructions required to maintain the manufacturer's vehicles.  
This is to include copies of all manufacturer's technical service bulletins (5 copies).

**7.2.13 OMIT**

**7.2.14 OMIT**

MUST BE FILL IN  
FIRM (VENDOR'S) NAME \_\_\_\_\_

BID NUMBER \_\_\_\_\_

OFM SPEC CODE 11212N.11

BID No.			ITEM No.			QUANTITY		
<b>CHASSIS</b>								
MAKE			MODEL NO.			WHEELBASE		
<b>ENGINE</b>								
MAKE			MODEL	DISPL. (CU. IN.)		NO. CYL	MAXIMUM NET H.P.	GOVERNED RPM
<b>TRANSMISSION</b>								
MAKE			MODEL NO.			TYPE		
SPEED RATIOS						NO. PTO OPENINGS		
<b>CLUTCH</b>								
MAKE			NOMINAL DIAMETER			TYPE <input type="checkbox"/> Single Disk <input type="checkbox"/> Twin Disk		
<b>AXLES</b>								
FRONT	MAKE		MODEL NO.			CAPACITY AT GROUND Lbs.		
REAR	MAKE		MODEL NO. RATIO			CAPACITY AT GROUND Lbs.		
<b>FRAME</b>								
SECTION MODULS			MAX. RESISTING MOMENT Inch-Lbs.			YIELD STRENGTH. MIN Lbs./Sq. In.		
SIDE RAIL DIMENSIONS								
<b>STEERING</b>								
TURNING RADIUS FT.			POWER <input type="checkbox"/> NO <input type="checkbox"/> YES			(MAKE)		(MODEL)
<b>WHEELS</b>								
FRONT-MAKE AND RIM SIZE					REAR-MAKE AND RIM SIZE			
<b>TIRES</b>								
FRONT	NO.	SIZE	PLY RATING	CAPACITY Lbs.@ Psi.		TYPE <input type="checkbox"/> Tube <input type="checkbox"/> Tubeless		CORD MATERIAL
REAR	NO.	SIZE	PLY RATING	CAPACITY Lbs.@ Psi.		TYPE <input type="checkbox"/> Tube <input type="checkbox"/> Tubeless		CORD MATERIAL
80-247B(Rev.4/69)			AUTOMOTIVE DATA					

***SPECIFICATION***



**AUTOMOBILES  
SEDANS & STATION WAGONS**

1. **CLASSIFICATION:**

This specification covers the general requirements for various types of passenger automobiles for use by the City. Each unit shall be unused in all component parts and shall be the latest model in current production and include all accessories normally furnished standard as shown in current literature. These specifications shall be construed as minimum and where the manufacturer's fleet standard exceeds these, vehicles shall be so furnished. Where optional equipment is specified, the description thereof shall be the governing minimum. Federal, State and DOT Rules & Regulations will supersede any intent of these specifications. This specification supersedes all previous specifications for this type of vehicle/equipment.

2. **APPLICABLE SPECIFICATIONS:**

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

Department of Transportation - Federal Motor Vehicle Safety Standards  
Society of Automotive Engineers, Inc. - SAE Standards & Recommended  
Practices.

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

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

Occupational Safety Health Act - Latest Standards.

2.1 Definition of Heavy Duty - The term Heavy Duty as used in this specification and the corresponding -P- Specification, where applicable, shall mean that item so designated shall exceed the usual quantity, quality or capacity supplied with standard production vehicles. It shall be able to withstand unusual strain, exposure, temperatures, wear and use.

3. **STANDARD SAFETY ITEMS:**

As required by the Department of Transportation, Federal Safety Regulations (latest issue).

4. **GENERAL BIDDING CONDITIONS:**

4.1 **WARRANTY** - The City of Philadelphia intends to take full advantage of any and all manufacturer's published warranties including extended warranties offered free or at nominal cost. Warranty labor cost \$40.00 per hour, if work accomplished by City forces, plus 15% parts handling charge.

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

<b><u>Department</u></b>	<b><u>Address</u></b>	<b><u>Phone No.</u></b>
Streets		
Sanitation	2601 Glenwood Ave. 19121	215-978-3968
Highway	4040 Whitaker Ave. 19124	215-685-9800
Water	1123 Adams Ave. 19124	215-685-1377
Fairmount Park	Memorial Hall-West Park 19131	215-685-0128
Human Services		
Prisons	7901 State Road 19136	215-335-8839
Commerce/Aviation	South Island Avenue 19153	215-492-3115
Police	26 <sup>th</sup> & Master Sts. 19121	215-686-3114
Public Property		
Shop I	11 <sup>th</sup> & Reed Sts. 19147	215-685-1857
Shop II	Front St. & Hunting Park 19124-4273	215-685-9100

**ILLUSTRATIONS & DRAWINGS** - The bidder shall furnish with his bid, Illustrations and complete data to assist the purchasing and using agencies in determining whether the vehicle offered is adequate to perform the work specified.

**REPAIR PARTS & SERVICE** - As the continuous operation of the vehicle contemplated by this specification is of utmost importance, contractor shall furnish, upon request, sources of maintenance and repair parts and supplies.

**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS -**  
The bidder shall certify on the Procurement Dept. Form 68-148 (latest issue), certificates of intention to comply with specifications furnished with the "Invitation to Bid," that the vehicle provided meets and/or exceeds this specification. If there are exceptions, the bidder shall cite each variance, referring to the proper paragraph of this specification and/or in the Invitation to Bid documents.

4.2 **PRE-PRODUCTION INSPECTION:**

Provide transportation and costs for two (2) persons to inspect pilot model unit at factory. All preparations for travel, lodging, meals, or other arrangements will be made by the bidder at his own expense.

**REQUIREMENTS:**

**GENERAL** - Though it may not be specifically enumerated herein, all parts necessary to provide a complete and efficient vehicle shall be furnished. All parts shall conform to current engineering practices of the industry relative to design, strength, quality of materials and workmanship. The City reserves the right, at its option alone, to accept deviations from this specification by Automotive Director only.

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

5. **SHIPMENT:**

**DELIVERY INFORMATION** - Final delivery of all vehicles/equipment Covered by this specification shall be as follows (unless indicated otherwise in the Invitation to Bid):

**DEPARTMENT OF PUBLIC PROPERTY**  
*Automotive Services Division*  
Front St. & Hunting Park Avenue  
Philadelphia, PA 19124-4273  
PHONE: (215) 685-9114  
(215) 685-9115

(NOTE): If another delivery location, other than the above, or that specified in the Invitation to Bid is later designated by the Department of Public Property, they will provide at least a one-week advance notice of same to the vendor.

Delivery shall be made between the hours of 8:00 A.M. and 4:00 P.M., Monday thru Friday, with the exception of City holidays.

**DELIVERY DOCUMENTS** - Each vehicle/equipment shall be accompanied by a "delivery slip" which shall contain:

The City's Bid Number, Item Number of the Vehicle/Equipment on the Purchase Order, Serial Number of the Vehicle/Equipment.

**DELIVERY CONDITIONS** - Vehicles, regardless of delivery point, shall be ready for use including all lubricants, minimum 10 gallons (or 1/2 tank, for small vehicles/equipment) of fuel (gasoline or diesel), coolant, and operation fluids as required. Vehicles delivered shall be winterized with permanent-type anti-freeze for a temperature of minus thirty degrees F. The battery shall be fully charged and all tires properly inflated.

**UNLOADING** - Unloading and any labor, equipment or material required for it shall be the responsibility of the bidder. The City will designate the unloading area.

**IN-SHOP TRAINING** - Such training shall be provided at Shop 2, Front Street and Hunting Park Avenue, for employees of the Department of Public Property, and other major City departments, in order to provide service and operating instructions of new vehicles, at no charge to City.

6. **INSPECTION:**

**STATE INSPECTION REQUIREMENTS, IF REQUIRED** - Each vehicle shall pass the Vehicle Code Examinations and the Exhaust Emissions Analysis Test of the Department of Transportation, Commonwealth of Pennsylvania. When delivered, vendor shall have current State Inspection Stickers, including an Exhaust Emissions Test Sticker in the proper location. If the City exercises its option to perform new car type of preparation, City will be responsible for State Inspection.

**CITY INSPECTION** - Vehicle shall be inspected at delivery point for condition and compliance with specifications. Final acceptance shall be conditioned upon the satisfaction of the requirements specified herein and in the Invitation to Bid documents.

7. **CERTIFICATES WHERE APPLICABLE 7 MANUALS TO FURNISHED BY VENDOR:**

**OPERATOR'S HANDBOOK** - Provide one (12) with each vehicle.

**MANUALS:** Vendor shall supply Director of Automotive Services, Public Property, not less than 5 copies each (for chassis, body and accessories furnished) of Shop Manuals, Parts Catalogs, Flat Rate Manuals and Price Lists, including updating supplements for a period of one year for each type of vehicle. The City will pay the bidder his cost from the manufacturer for any additional copies required by the operating departments.

**TITLE** - Title Application, if Lease-Purchase, shall be executed in the name of:

The Philadelphia Municipal Authority  
c/o City of Philadelphia  
Room 1140, Municipal Services Building  
Philadelphia, PA 19102

If City Purchase:

City of Philadelphia  
Department of Public Property  
Room 1140, Municipal Services Building  
Philadelphia, PA 19102

Commonwealth of Pennsylvania vendors shall provide State Form MV1, "Application for Title" and "Manufacturer's Statement of Origin."

Out-of-State vendors shall provide "Certificate of Origin" and MV1 Form fully executed.

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

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

**TEMPORARY TAGS** - The vendor will provide Pennsylvania Temporary Tags on all vehicles, if required.

**QUESTIONNAIRE** - Automotive Date, Form #80-2078 (Latest Revision); this questionnaire included with the Invitation to Bid shall be completely filled out and submitted by the bidder with this bid.

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

8. **FINISH/WORKMANSHIP STANDARDS:**

**SIGNS** - Signs or Devices showing Dealer's Name and/or Address, will not be permitted on the outside of the unit.

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

# **ATTACHMENT A**

# **CITY OF PHILADELPHIA**



## **BID BOND**

**FOR CITY OF PHILADELPHIA BID NUMBER:** \_\_\_\_\_  
(Please Fill In)

**KNOW ALL MEN BY THESE PRESENTS, THAT WE** \_\_\_\_\_  
\_\_\_\_\_ as Principal  
(hereinafter called the "Principal Obligor"), and

\_\_\_\_\_ (as Surety) are jointly and severally held and firmly bound unto The City of Philadelphia, in the sum of **TEN PERCENT (10%) OF THE GROSS AMOUNT OF THE BID** lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns; to which payment, well and truly to be made we do bind ourselves and each of us, our and each of our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the \_\_\_\_\_ day of \_\_\_\_\_ two-thousand and seven(2007).

**WHEREAS** the above bounded Principal Obligor, submitted a bid pursuant to the above-referenced bid number to provide certain goods, services, or equipment to the City of Philadelphia.

**NOW THE CONDITION OF THIS OBLIGATION IS SUCH,** That if the City of Philadelphia shall accept the bid of the Principal Obligor and the Principal Obligor shall enter into a contract with the City in accordance with the terms of such bid, and furnish such bond or bonds as are specified in the bid documents with good and sufficient surety, for the faithful performance of the contract; or in the event of the failure or refusal of the Principal Obligor to enter into such contract and give such bond or bonds, if the Principal Obligor shall pay to the City the difference between the amount specified in said bid and such larger amount for which the City may legally contract with another party to provide the goods, services, or equipment required by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

**CORPORATE SEAL:**

**PRINCIPAL OBLIGOR:**

\_\_\_\_\_  
President/Vice-President (SEAL)

\_\_\_\_\_  
Secretary/Treasurer (SEAL)

**SURETY SEAL:**

**SURETY:**

\_\_\_\_\_  
Attorney-In-Fact (SEAL)

---

**INSTRUCTIONS:**

- (1) ALL VENDORS MUST UTILIZE THIS BID BOND FORM WHEN SUBMITTING A BID TO THE CITY.
- (2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, BID BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE BID BOND THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE BID BOND.
- (3) BID BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

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.



# **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](http://WWW.PHILA.GOV/BIDS).**

# **BIDDERS GUIDELINES\***

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

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

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

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



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

**ATTENTION VENDORS**

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **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 215-686-4756.

**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 ½ ” x 12 ½ ” or larger for each Bid requested.

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

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

**DO NOT SEND CASH**



# 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, 2007 – 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, 2007 to June 30, 2008**, complete the enclosed application and return it with a check for **\$120.00**. 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**" 2007 – 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 \$120.00 for 7/1/07 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](http://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)

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT**

**BID SUBMISSION**

**1. PREPARATION AND SUBMISSION OF BID.**

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 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 an annual bid bond, certified check, treasurer's check, cashier's check, bank money order, or United States postal money order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined all other bidders will receive a refund in the amount of the bid security submitted. Bid security submitted by the lowest responsive and responsible bidder will be refunded after receipt of all duly executed Contract documents, required fees, bonds or other performance security. Funds submitted for the Master Bid Security Program are not refundable.

**3. BID PROCESSING FEE.** In addition to bid security and any other fee or monies required to be submitted with the bid, the bid shall be accompanied by a non-refundable processing fee in the form of a separate standard check, bank money order or United States postal money order made payable to the order of "City of Philadelphia" in an amount based on the gross amount of the bid in accordance with the formula below. Cash is not acceptable.

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

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

**5. PATENTS.** The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

**6. LOCAL BIDDING PREFERENCE**

In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification Number\* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

### EVALUATION AND AWARD

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

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

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

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

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

stated in the written determination finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

**10. CANCELLATION AND AWARD.** The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

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

**12. DELIVERY, PRICE INCREASES AND TIE BIDS.** All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner.

### CONTRACT EXECUTION AND CONFORMANCE

**13. CONTRACTS.** Awards of contracts in amounts less than or equal to \$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 payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

c. Approval of the Contract as to form by the City's Law Department;

d. Certification by the Director of Finance and City Controller as to the availability of funds; and

e. Execution of the Contract by the Procurement Commissioner.

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

**14. PERFORMANCE SECURITY.** The City of Philadelphia requires performance security for contracts greater than \$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.

**15. INSURANCE.** Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original

policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

**(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

**(b) GENERAL LIABILITY INSURANCE**

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

**(c) AUTOMOBILE LIABILITY**

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: owned, non-owned and hired vehicles.

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

**17. FAILURE TO EXECUTE CONTRACT.** Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

b. Falseness of any representation or warranty made in the Contract or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid.

c. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.

d. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agent or indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Contract.

e. Failure by Contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the

Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

g. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.

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

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

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

The City shall notify Contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require Contractor to continue to furnish all goods and perform all services required under the Contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the Contract therefore. If the City requires Contractor to cure the event(s) of default, or to continue to furnish goods or services until the Termination Date, and Contractor refuses or fails to do so, then such failure shall itself be deemed an event of default under this Section, for which the City may exercise any of its rights hereunder.

**20. PAYMENT FOR EQUIPMENT.** Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

### TAX MATTERS

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

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

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

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor"

shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

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

**23. TAX REQUIREMENTS.** Any person or entity who bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

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

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

### GENERAL INFORMATION

**24. COMPLIANCE WITH LAWS.** All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 29 herein.

### 25. NONDISCRIMINATION.

a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

**26. ETHICS REQUIREMENTS.** To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in three categories:

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

c. Conflict of Interest. Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code Section 20-608.

**27. NORTHERN IRELAND.** Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

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

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

**29. PHILADELPHIA 21<sup>st</sup> CENTURY MINIMUM WAGE STANDARD.** If Contractor is an Employer, as defined at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Office of Labor Standards may grant a partial or total waiver of Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT  
SIGNING OF BIDS**

This contract consists of the Invitation and Bid (including exhibits and attachments), any addenda thereto issued by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

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

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

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

**SIGNING OF BIDS:**

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

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

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

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

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

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

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

If the bid is a **CORPORATION**, date and sign the bid here with original signatures, in ink, by (a) President or Vice President of the Corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the Corporation; and (c) affix the seal of the Corporation. If the form is not signed by the President or a Vice President and Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, attach a duly certified corporate resolution authorizing the person signing in place of such officers to execute this bid for the corporation.

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

**CORPORATE SEAL**

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

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

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

\_\_\_\_\_  
(Signature of President or Vice President)

\_\_\_\_\_  
(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)

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

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

**APPROVED AS TO FORM**

**CONTRACT EXECUTION**

\_\_\_\_\_  
(Assistant City Solicitor)

\_\_\_\_\_  
(Procurement Commissioner)



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

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