

BID OPENING DATE AND TIME

On: December 13, 2006

AT: 10:30 A.M.

| | | | |
|--|--|---|---|
| BID NO. T7D02430 | PAGE 1 OF 25 | INVITATION AND BID ADVERTISED | BIDDER MUST COMPLETE BELOW BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED. |
| This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time. | |  CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685 | NAME AND ADDRESS OF FIRM |
| DEPARTMENT OFFICE OF FLEET MGMT. | DIVISION VEHICLE PURCHASE | | Federal EIN/Social Security Number |
| AWARDED | | | BUYER: H. ORTMAN J. WASHINGTON |
| DATE FOR THE PROCUREMENT COMMISSIONER | | | |

TITLE OF BID: MARKED POLICE SEDAN-FOUR DOOR

GENERAL INFORMATION

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order 02-05.

While there are no Participation Ranges projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses on an equitable basis with other firms.

For informational purposes only, please describe any such commitments on a separate sheet and identify the subcontractor's name, MBEC Certification Number, and dollar amount/ percentage of work.

BID QUESTIONS

All questions concerning this Invitation to Bid, including specifications and conditions, must be presented prior to the bid opening date and time. Contact the Procurement Department, Public Information Center by calling (215) 686-4721, 686-4720, or 686-4719 with questions.

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

**BIDDERS MUST SIGN
PAGE 8 OF THE
"TERMS AND CONDITIONS".**

For City Use Only

| | | | | |
|---|------------------------------|-----------------------------|------------------------------------|--------------|
| BID SECURITY See Conditions of Bidding | MASTER BID SECURITY | | CERTIFIED CHECK SUBMITTED WITH BID | |
| | <input type="checkbox"/> YES | <input type="checkbox"/> NO | AMOUNT | CHECK NUMBER |

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)

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

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

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

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

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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: **MARKED POLICE SEDAN, 4 DOOR**

1.2 CONTRACT TERM: DATE OF AWARD to 1 YEAR ("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 16, Default, of the attached Terms and Conditions Of Bidding And Contract.

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

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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 1st to June 30th 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 POLICE SEDANS (4 DOORS) for the Office of Fleet Management** as specified herein during the contract period.

1.6 BID SECURITY

1.6.1 Bid security shall be based upon **cumulative bid amount per Section 5.**

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

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

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

Bids Opening July 1, 2006 through June 30, 2008

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

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

1.7 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, 1st 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.

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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.

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 must be certified at the time of the bid opening and should submit the Local Business Entity ("LBE") certification number as issued by the Procurement Department.**

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

LBE Certification Number(s) _____

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

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

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 17 of the "Terms and Conditions of Bidding and Contract".

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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 _____

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1.8.10 ALTERNATES SUBMITTED

If an alternate to any item is offered, bidder must follow instructions in Paragraph 2 of "Terms and Conditions of Bidding and Contract". State the brand name and the model number of each alternate offered.

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

Any other product information submitted by bidder in connection with this bid is for purposes of product description, information and specification only. Bidder agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

1.8.11 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: _____

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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 seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.

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

1.9 BIDDER QUALIFICATION:

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

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SECTION 1:

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

Firm Name: _____

Contact Name: _____

Phone No.: _____

Type Work: _____

Years dealing w/your firm: _____

SECTION 2:

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

Dept. Name: _____

Contact Name: _____

Phone No.: _____

PO#/Contract#: _____

Items: _____

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2.1 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 life of the contract. Bidder shall submit pricing on item(s) indicated plus all options.

2.1.1 **42830 000 075**
Sedan, four door, per spec code 11212L.11 and
Procurement Department spec 41-V-15v:89
MARKED UNIT (P71) (EA)

2.1.2 **42830 000 941**
Provide complete set of manuals as per section 7.2. (EA)

OPTIONS (ALL OPTION MUST BE BID)

2.2 **42830 000 942**
installed left hand pillar mounted spot light. (EA)
Ford Code (51A)

2.3 **42830 000 943**
Power Adjustable Pedals. (EA)
Ford Code (59C)

2.4 **42830 000 944**
Automatic Fire Suppression System. (EA)
Ford Code (60S)

2.5 **42830 000 945**
Provide Base Police Prep Package. (EA)
Ford Code (65A)

2.6 **42830 000 946**
Provide Complete Police Prep Package. (EA)
Ford Code (68P)

2.7 **42830 000 947**
Provide Visibility Package. (EA)
Ford Code (65W)

2.8 **42830 000 948**
Provide Trunk Pack with Kevlar Front Liner. (EA)
Ford Code (14T)

2.9 **42830 000 949**
Laminated Security Glass (EA)
Ford Code (68G)

2.10 **42830 000 950**

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Ballistic Door Panels
Drivers and Front Passengers (EA)
Ford Code (90B)

42830 000 951

2.11 Provide grill LED lamps (red/blue). (EA)
Ref: Code 3 P/N LXEXB1F-R / LXEXB1F-B

42830 000 952

2.12 Provide four corner Strobes with 75-watt power pack. (EA)
Ref: Code 3 P/N 4HCL

42830 000 953

2.13 Provide low profile rear LED deck lamps (red/blue). (EA)
Ref: Code 3 P/N LX1FR & LX1FB

42830 000 954

2.14 Provide Wig Wag flashing headlights. (EA)
Ref: Code 3 Model 700

42830 000 955

2.15 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: Cruisers Model PCM

42830 000 956

2.16 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

42830 000 957

2.17 Provide power distribution centers, front and rear power controlled by (EA)
ignition.
Ref: Consolidator P/N C-PDIST-CV

42830 000 958

2.18 Provide LED trunk lid warning lamps (red/blue) with trunk-mounted switch. (EA)
Ref: Code 3 P/N LXEXB1F-R / LXEB1F-B

42830 000 960

2.19 Provide roof mounted LED light bar, w/directional bar built in, with and (EA)
controller.
Ref: CODE 3 model 2147-AS-PHILLED-1

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LIGHT BAR WARRANTY

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

10 years on ALL LED products.

5 year on ALL OTHER ITEMS

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
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

2.20 **42830 000 961** (EA)

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

2.21 **42830 000 962** (EA)

Provide LIGHT BAR / SPEAKER SIREN PACKAGE
Including items, 5.17 and 5.18

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Meeting all requirements for both items.
Ref: CODE 3 model 2147-AS-PHILLEDPKG-1

- 2.22 **42830 000 963** (EA)
Provide automatic battery protection, disconnects battery at preset factory setting 12V.
Ref: Priority Start P/N 12V Pro
- 2.23 **42830 000 964** (EA)
Provide an aluminum front skid plate
Ref: Setina P/N 512A Aluminum
- 2.24 **42830 000 965** (EA)
Provide an aluminum transmission skid plate.
Ref: Setina P/N 516A Aluminum
- 2.25 **42830 000 966** (EA)
Provide full width slide out trunk equipment tray with ground stud.
Ref: Consolidator #C-3190-F
- 2.26 **42830 000 967** (EA)
Provide half size slid out trunk equipment tray with ground stud.
Ref: Consolidator #C-3190
- 2.27 **42830 000 968** (EA)
Provide trunk organizer.
Ref: Pro-Gard #D3825L
- 2.28 **42830 000 969** (EA)
Provide push bumper.
Ref: Go Rhino #5038B
- 2.29 **42830 000 970** (EA)
Provide 14" center console with three 12 volt power outlets in front end panel.
Ref: Consolidator #C-1400TM-PHL
- 2.29.1 **42830 000 970 00** (EA)
Console large cup holder.
Ref: Consolidator #C-CH-2-XL
- 2.29.2 **42830 000 970 01** (EA)
Console armrest.
Ref: Consolidator #C-ARM-3
- 2.29.3 **42830 000 970 02** (EA)
Provide 2 Radio Holders.
Ref: Consolidator #C-RP-XTS

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2.30 **42830 000 971** (EA)
Provide a fuel tank fire protection panel.
Ref: FIREPANEL

2.31 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, 3rd Floor
100 South Broad Street
Philadelphia, PA 19110

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

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

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

- 3.1.1 Bid will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
 - (i) improper bid security
 - (ii) improper bid execution
 - (iii) incompleteness

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- (iv) offering counter terms and conditions
- (V) improper or incomplete execution of MBEC documents (if applicable)

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

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

3.2 AWARD

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder.

3.2.2 The Basis of Award shall be on the lowest aggregate amount of 5.1 through 5.28.

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.

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.

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.

3.2.4 Performance Security

If the total award amount is \$500,000 or less, bidders attention is directed to paragraph 9 of "Terms and Conditions of Bidding and Contract", for the required Performance Security.

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

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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.

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

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

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

3.2.6 Insurance

Insurance is a requirement for this bid in accordance with Paragraph 14 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

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

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

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

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

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

4.1.4 ADD-ONS

The City reserves the right to add, delete 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

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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

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.

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- (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.

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

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

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

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

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

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

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FIRST YEAR ESTIMATED PURCHASES 5 UNITS.

PRICING PAGE

5.1 UNITS AS PER SPECIFICATION

5.1.1 MARKED UNIT (P71)

5.1.2 Provided complete set of manuals as per section 7.2.

Quantity discount, please list the minimum quantity of order and discounted price(s)
Minimum quantity_____ and discounted cost for each unit.

OPTIONS (ALL OPTION MUST BE BID)

OEM FORD/CROWN INSTALLED OPTIONS WITH OEM WARRANTY

OPTIONS (ALL OPTION MUST BE BID)

- 5.2 Provide an installed left hand pillar mounted spot light
Ford Code (51A) \$ _____
- 5.3 Provide Power Adjustable Pedals
Ford Code (59C) \$ _____
- 5.4 Provide Automatic Fire Suppression System
Ford Code (60S) \$ _____
- 5.5 Provide Base Police Prep Package
Ford Code (65A) \$ _____
- 5.6 Provide Complete Police Prep Package
Ford Code (68P) \$ _____
- 5.7 Provide Visibility Package
Ford Code (65W) \$ _____
- 5.8 Provide Trunk Pack with Kevlar Front Liner
Ford Code (14T) \$ _____
- 5.9 Laminated Security Glass
Ford Code (68G) \$ _____
- 5.10 Ballistic Door Panels
Drivers and Front Passengers
Ford Code (90B) \$ _____
- 5.11 Speed Control

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Ford Code (525) \$ _____

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 \$o deductible) for all after market installed options "EXCEPT ITEMS 5.31 & 5.32, 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.

5.12 Provide grill LED lamps (red/blue)
Ref: Code 3 P/N LXEXB1F-R/LXEXB1F-B \$ _____

5.13 Provide four corner Strobes with 75-watt power pack
Ref: Code 3 P/N 4HCL \$ _____

5.14 Provide fender intersection LED lights (red/blue).
Ref: Code 3 P/N PSLXEX1F-R & PSLXEX1F-B

5.15 Provide low profile rear LED deck lamps (red/blue)
Ref: Code 3 P/N LX1FR & LX1FB \$ _____

5.16 Provide Wig Wag flashing headlights
Ref: Code 3 Model 700 \$ _____

5.17 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: Cruisers Model PCM \$ _____

5.18 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 \$ _____

5.19 Provide power distribution centers, front and rear power controlled by ignition.
Ref: Consolidator P/N C-3691-CV \$ _____

5.20 Provide LED trunk lid warning lamps (red/blue) with trunk-mounted switch.
Ref: Code 3 P/N LXEXB1F-R / LXEB1F-B \$ _____

5.21 Provide a 100-watt siren & siren

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- Speaker behind grille and control.
 Ref: Code 3 Model 3997R siren switch
 box control
 Code 3 Model 3100 speaker
 w/bracket \$ _____
- 5.22 Provide automatic battery protection,
 disconnects battery at preset
 factory setting 12V.
 Ref: Priority Start P/N 12V Pro \$ _____
- 5.23 Provide an aluminum front skid plate
 Ref: Setina P/N 512A Aluminum \$ _____
- 5.24 Provide and aluminum transmission
 skid plate.
 Ref: Setina P/N 516A Aluminum \$ _____
- 5.25 Provide full width slide out trunk
 equipment tray with ground stud.
 Ref: Consolidator #C-3190-F \$ _____
- 5.26 Provide half size slid out trunk equipment
 tray with ground stud.
 Ref: Consolidator #C-3190 \$ _____
- 5.27 Provide trunk organizer
 Ref: Pro-Gard #D3825L \$ _____
- 5.28 Provide push bumper.
 Ref: Go Rhine #5038B \$ _____
- 5.29 Provide 14" center console with
 three 12 volt power outlets in front
 end panel.
 Ref: Consolidator #C-1400TM-PHL \$ _____
- 5.29.1 Console large cup holder.
 Ref: Consolidator
 #C-CH-2-XL \$ _____
- 5.29.2 Console armrest
 Ref: Consolidator
 #C-ARM-3 \$ _____
- 5.29.3 Provide 2 Radio Holders.
 Ref: Consolidator
 #C-RP-XTS \$ _____

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5.30 Provide a fuel tank fire protection panel
Ref: FIREPANEL

\$ _____

5.31 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 2147-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
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

\$ _____

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5.32 Provide LIGHT BAR/SPEAKER SIREN PACKAGE
Including items, 5.21 and 5.31
Meeting all requirements for both items.

Ref: CODE 3 model 2147-AS-PHILLEDPKG-1

\$ _____

5.33 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, 3rd Floor
100 South Broad Street
Philadelphia, PA 19110

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, UNITED PARCEL, U.S. POSTAL SERVICE ETC.)

TYPE OF TRANSPORT: _____

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.

| <u>Department</u> | <u>Address</u> | <u>Phone No.</u> |
|--------------------------|--|-------------------------|
| 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 th & Master Sts. 19121 | 215-686-3114 |
| Public Property | | |
| Shop I | 11 th & 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.

AUTOMOBILE

TYPE 4-DOOR SEDAN FULL-SIZE MARKED POLICE PATROL VEHICLE

LIC/CLASS

CHASSIS/BODY CLASS 1415

PUR. DES. NO. P-10 FULL SIZE MARKED POLICE PATROL
AND 41-V-15U:89 OR LATEST ISSUE

Following are: Specifications and Purchase descriptions for P-10, Police Marked Radio Patrol Cars.

These specifications supersede all other specifications for police Marked Radio Patrol Cars.....Revised date 03/03/93.

CHASSIS - BODY CLASS 1415

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 six (6) 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-15U:89). Pilot Model Vehicle shall be made available for inspection. 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 Transportation is to be provided by the successful bidder, manufacturer, for two (2) people to visit site of manufacturer of pilot vehicle for inspection and review. Lodgings are also to be provided if pilot inspection requires staying overnight.

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:

Tires shall be blackwall, radial, steel belted, all season tires. HR rated.

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 size and construction as tires supplied with vehicle.

3.2.3 All wheels to be painted black.

3.3 DRIVE SYSTEMS:

Limited slip positive type differential shall be supplied. Rear differential gear ratio shall be a minimum of 2.9 to 1. Higher number (numerical) ratio acceptable.

3.3.1 BRAKES

Shall be power boosted disc front brakes, with rear shoes to be largest size for model vehicle bid.

3.3.2 All vehicles shall be equipped with a fully automatic transmission, with a minimum of 3 forward speeds.

3.3.3 Provide an external transmission cooler and increased capacity radiation. Cooler to be positioned so as to avoid interference with A/C condenser.

3.3.4 Suspension shall be the heaviest suspension available on the model vehicle bid.

4.0 ENGINE:

Engine provided shall not have less than 200 horse power at 4600 RPM.

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 additional external engine oil cooler. Supplemental oil cooler to be mounted so as to provide easy access for service and repairs.

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.

4.4 Vehicles to be equipped with the appropriate fuel injection, or if normally aspirated, a four ob. carb. in order to obtain maximum horsepower from CID provided. Differences in horsepower available should be provided with the bid.

4.5 COOLING SYSTEM:

Radiator shall be closed cooling system with increased capacity. Shall be with a coolant recovery tank. Radiator cap shall have a pressure release warning and safety detent. Vehicle to be delivered with sufficient coolant/anti-freeze, protection to -40 degrees below zero fahrenheit.

4.5.1 Cooling system hoses, including heater hoses, must be high temperature type. Silicone with spring type stainless steel clamps.

5.0 ELECTRICAL:

5.1 ALTERNATOR:

Alternator shall not be less than 100 amperes capacity.

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 BATTERY:

The largest capacity 12-volt battery available for the vehicle bid shall be provided. Written warranty shall be submitted with the bid.

5.4 ROOF LIGHTS:

Bidder is to provide and install a roof bar light assy. ref. streetlaw SL-RB with take down lights, alley lights, rear flashers, and the light bar shall be controlled by a panel control module.

Ref: SW300 Control Module. The light should be as follows: red lens shall be on street side (drivers), blue lens shall be on curb side (passenger). Bar light to be equipped with a federal TS 24 100 watt speaker, or approved equal light to be supplied with 1 foot of 4/14 ga. trailer cable type 184 or equal, and be equipped with a Cole-Hersee #1134 male connector.

5.4.1 DECK LIGHTS

Deck lights to be provided coupled to the turn signals, stoplights and emergency (4-way) flashers. These lights are not to function as marker lights and running lights. The lights shall show light to the rear of the vehicle and not into the passenger compartment of the vehicle.

5.4.2 Vehicles to be equipped with emergency flashing headlights, to be used in conjunction with other emergency lights. Flashing to be neutralized when the headlights are in the high beam mode.

5.5 ROOF LIGHT CABLE:

Bidder will supply cable and illuminated switch, which shall be installed as follows:

The cable shall run from an illuminated control switch mounted in the center of the dash to the mounted roof light. Cable supplied shall be 4/14 gauge trailer cable (Delco Packaged Type 184) or approved equal.

6.1 BODY STYLE:

Body style shall be a (4) Door Sedan, with approved seat belts.

6.2 SEAT CONSTRUCTION:

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

6.2.1 DRIVERS SEAT:

To be manufacturer's standard 6-way power seat.

All seats to be manufacturer's heavy duty type cloth and vinyl upholstery. Rear seats to be all vinyl.

6.3 BUMPER GUARDS:

The largest type front and rear bumper guards available that meet D.O.T. regulations will be supplied.

6.4 All vehicles shall be equipped with push bumpers capable of pushing passenger cars. Ref. Setina manufacturer.

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 All vehicles are to be provided and installed with a solid divider prisoner screen, between the driver's seat and the rear compartment. This is to be made of the appropriate material to stand up to possible severe abuse from persons placed in the rear of the vehicle. Partition, if other than fiberglass shall have a "split screen" or protector. Divider to be positioned in order to allow maximum seat adjustment. Ref: Setina Bodyguard #6S.

6.7 BODY COLORS:

Unless specifically requested in the Department's requisition, all Police marked vehicles shall be painted the manufacturer's brightest white. Ref: DuPont B-8424-A or equal approved by the Police Department. For all others refer to 41V specifications.

7.0 EQUIPMENT:

7.1 STANDARD EQUIPMENT:

Day and night inside rear view mirror (largest size). Left and right remote controlled outside mirrors. Combination grab handle and armrests on doors.

Windows: all windows to be tinted glass.

Air Conditioning: to be factory installed.

Power steering: with manufacturer's standard tilt steering wheel.

Factory installed AM/FM radio/floor mats, front and rear.

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:

Indicated speedometer
Recording odometer
Fuel gauge
Engine heat indicator
Alternator/Charging indicator
Oil pressure indicator
Hobbs hour meter - Dash mounted

7.2 SPECIAL POLICE EQUIPMENT:

7.2.1 Provide and install a roof mounted spotlight (center of roof mounted) Ref: Collins dynamic knight star model H.S-1.

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 An additional interior dome light shall be provided 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.
- 7.2.6 Provide wheel jack and lug wrench.
- 7.2.7 Provide electric type rear window defogger/de-icer. (Grid type).
- 7.2.8 Provide standard full wheel hub caps.
- 7.2.9 All vehicles will also have a Driver's Air Bag supplemental restraint system.
- 7.2.10 All vehicles to be provided with a trunk release operable from the driver's compartment.
- 7.2.11 Provide all necessary shop manuals, flat rate manuals, and other manuals necessary to take advantage of warranty repairs, and servicing and repair of vehicles. Manufacturer shall also state availability of parts in the Philadelphia area.
- 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 Provide and install a 16 band mobile radio, capable of transmitting and receiving Philadelphia, Police department frequencies. Mounting location shall be determined by the Police Department. Ref: MOTOROLA SPECTRA
- 7.2.14 Provide and install a siren/public address system that is compatible with the radio furnished as well as present Police department equipment. The siren/public address system shall have the speaker mounted in the front grill area and will be a minimum of 100 watts. Ref: Federal PA 300 Model.

NOTE: Contact Public Property Communications Mr. Frank Black at 685-1690 for detailed radio specifications.

TYPE: MARKED POLICE SEDAN, 4 DOOR

GVWR: 5,293 LBS APPROX.

SPEC CODE: 11212M.11

REF PURCHASE DESCRIPTIONS: 41-V-15U:89
P-10 Revised Date 3/03/93

VOCATION: LAW ENFORCEMENT

INTENT: It is the intent to describe a manufacturer's first level rear wheel drive Police Package sedan, 4 door, equipped with optional sensors and warning devices.

REF: Ford, Crown Victoria (P71)

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 FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

"OR APPROVED EQUAL"

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

MODIFICATION TO REFERENCE SPECIFICATION 41-V-15U:85

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 FILLED IN
FIRM (VENDORS) 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.**

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.

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

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

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**.

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.

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

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 - OMIT

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

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

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, engine, transmission, hydraulic, and related equipment.

BIDDER INITIALS _____

6 INSPECTION

Pennsylvania State Inspection / Emission Inspection required.

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

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.

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 |

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

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

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.

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

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

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-15U:89)

Vehicle is to be used as a Police Patrol Vehicle operated 24 hours daily, 365 days a year, in all types of weather. Vehicle shall be able to withstand all types of road hazards and road hazards encountered in pursuit of vehicles or pedestrians. Vehicle 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 114.0 inches.

3.2 TIRES:

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.

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

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

3.3.1 Brakes shall be Power Booster, 4 wheel disc, wear indicator to be installed on front pads (wear sensing indicator).

3.3.1.1 Provide anti-lock brake system (all wheels).

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 a limited slip rear. (45C Ford Code)

3.3.6 Provide traction control. (553 Ford Code)

4.0 ENGINE

Engine provided shall be not less than 4.6 Liter, electronically controlled SFI (gasoline).

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 additional external engine oil cooler. Supplemental oil cooler to be mounted so as to provide easy access for service and repairs.

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.

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

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

4.5 COOLING SYSTEM:

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

4.5.1 Cooling system hose, including heater hoses, must be high temperature silicone spring type stainless steel clamps. (177 Ford Code)

5.0 ELECTRICAL

5.1 Alternator – 200 AMP, minimum.

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.

5.4 OMIT SEE PRICING PAGE

5.4.1 OMIT SEE PRICING PAGE

5.4.2 OMIT SEE PRICING PAGE

5.5 OMIT

5.6 Provide a radio interference suppression package (53M Ford Code).

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 door lateral bow reinforcement. (185 Ford Code)

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. (21A Ford Code)

All seats to be manufacturer's heavy duty type cloth and vinyl upholstery.

6.2.2 OMIT SEE PRICIN PAGE - REMOVED FROM SPEC

6.2.1.1 Provide side air bags, passenger and driver (59M Ford Code).

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

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. (157 Ford Code)

6.5.1 Provide power window switches drivers passenger (948 Ford Code).

6.6 OMIT SEE PRICING PAGE

6.7 BODY COLORS:

Unless specifically requested in the department's requisition, all Police marked vehicles shall be painted the manufacturer's brightest white, with blue dark demin interior.

7.0 EQUIPMENT

7.1 STANDARD EQUIPMENT:

Day and night inside rear view mirror (largest size).

Left and right remote controlled heated outside mirrors. (61K Ford Code)

Combination grab handle and armrests on doors.

Windows: all windows to be tinted glass.

Air Conditioning: to be factory installed.

Power steering: with manufacturer's standard tilt steering wheel.

Factory installed AM/FM w CD stereo radio, with antenna and speakers.

Provide removable rubber front floor mats.

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, engine idle meter and panel lights.

7.2 SPECIAL POLICE EQUIPMENT:

7.2.1 OMIT SEE PRICING PAGE

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

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. Shall 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 dome light (**RED/WHITE**) shall be provided 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 1284X. (432 Ford Code)

7.2.6 Provide wheel jack and lug wrench.

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

7.2.8 Provide standard type wheel hub caps.
Hub Cap F87Z1130DA Lugs F8AZ1012AA

7.2.9 All vehicles shall have Air Bag supplemental restraint system, dual front and dual side.

7.2.10 All vehicles to be provided with a trunk release operable from the driver's compartment. (61H Ford Code)

7.2.11 SEE SECTION 7.2 in 41-V-15U:89

7.2.12 SEE SECTION 5.8 in 41-V-15U:89

7.2.13 OMIT

7.2.14 OMIT

MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. This Invitation and Bid and any contract awarded hereunder shall include, without limitation, the Invitation and Bid, all addenda thereto issued by the Procurement Department and these Terms and Conditions of Bidding. It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by this Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

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

3. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed, payment may be made on the basis of 50% of the price bid when such equipment is delivered on site. A further allowance of 25% may be made when the equipment

is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory testing and/or installation as required.

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

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

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

7. PRICE INCREASES AND DISCOUNTS. All articles must be delivered at the price(s) bid, FOB Destination Point. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. Discounts offered for payment may be a factor in the awarding of bids only in the event of tie bids. (In the event of an absolute tie the award decision will be made in the best interest of the City as determined by the Procurement Commissioner in his/her sole discretion.) Discounts must be for a period of at least 15 days to be so considered. Discounts offered shall be assumed to be from gross price unless otherwise indicated.

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

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

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

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

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

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

10. **CANCELLATION AND AWARD.** The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City.

In all cases where a contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. All contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

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

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

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

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

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

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

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

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

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

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

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

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

(b) **GENERAL LIABILITY INSURANCE**

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

(c) **AUTOMOBILE LIABILITY**

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

15. **FAILURE TO EXECUTE CONTRACT.** Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required bonds, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

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

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

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

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

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

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

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

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

18. NONDISCRIMINATION.

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

b. In accordance with Chapter 17-400 of The Philadelphia Code, bidder agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, shall constitute an event of default under this contract and shall entitle the City to all rights and remedies as provided herein in Section 16 or otherwise available to the City at law or in equity. Bidder agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this contract. Bidder further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this contract entitling the City to all rights and remedies as provided herein in Section 16 or otherwise available to the City at law or in equity.

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

a. Gifts. Executive Order No. 16-92 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions and agencies. All City employees presented with gifts or gratuities as indicated in Executive Order 16-92 have been instructed to report these actions to the appropriate authorities. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector

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

b. City employee interest in City contracts. In accordance with Section 10-102 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the contract.

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

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

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

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

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

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

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

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

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

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

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of

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

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

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

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

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

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

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

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

SIGNING OF BIDS

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

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

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

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

SIGNING OF BIDS:

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

This _____ day of _____ 200__

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 200__

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or a Vice-President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Asst. City Solicitor)

(Procurement Commissioner)



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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



CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

PLEASE NOTE INCREASED FEE

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

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

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

Mail Request To:

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

Do Not Send Cash

| <i>Internal Use Only:</i> | |
|----------------------------------|-----------------|
| Date Request Received: | Check Type: |
| Date Bid Result(s) Mailed: | Check Number: |
| Initials: | Check Amount \$ |



CITY OF PHILADELPHIA

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

Janet Hagan
Acting Procurement Commissioner

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

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

Dear Vendor:

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

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

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

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

Internal Use Only

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



CITY OF PHILADELPHIA

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

Janet Hagan
Acting Procurement Commissioner

August 16, 2006

Dear Vendor:

Effective with bids opening **September 1, 2006** and later, The City of Philadelphia Procurement Department will be implementing the following change: Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors will no longer receive their original checks back after contract conformance. Following contract conformance the City of Philadelphia will issue a check to the vendor. Vendors interested in participating in the City's Master Bid Security Program can go to www.phila.gov and visit the City of Philadelphia's Procurement Department website to obtain an application.

Janet Hagan
Acting Procurement Commissioner



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

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

Vincent Jannetti
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Dear Valued Vendor,

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

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

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

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

Sincerely,

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

Vincent J. Jannetti
Acting Director of Finance