

# Overview for Contract 2306-01

*Prior to utilizing a contract, the user should read the contract in it's entirety.*

## DESCRIPTION

This contract provides for the acquisition of the following types of Police and Specialty vehicles for the Commonwealth of Pennsylvania:

Ford Crown Victoria, Marked and Un-Marked

Chevrolet Impala Police

Chevrolet Tahoe 2wd Police

Dodge Charge Police

Dodge Magnum Police

Midsized and Large Sedans

Small, Medium, and Large SUV's

Cargo and Passenger AWD Vans and one Pick-up Truck

Suppliers are required to provide passenger vehicles to Commonwealth executive and independent agencies as well as those state affiliated entities and local public procurements under the COSTARS (Cooperative Sourcing to Achieve Reduction in Spend) Program.

## CONTRACT INFO

Contract Number & Title	2306-01 Police and Specialty Vehicles Contract
Number of Suppliers	Seven (7)
Validity Period	11/01/2007 - 08/31/2008
DGS Point of Contact	Alfonzo J. Robinson
Contact Phone #	717-346-8181
Email	<a href="mailto:arobinson@state.pa.us">arobinson@state.pa.us</a>

## PRICING HIGHLIGHTS

► This is a group award and line item specific contract with seven (7) suppliers and a total of twenty four (24) vehicles. Please refer to the SRM contracts listed below:

4400001574 Northeast Auto Outlet

4400001567 Hertrich Fleet Services, Inc.

4400001568 Westgate Chevrolet dba Apple Chevrolet

4400001570 Warnock Automotive Inc., dba Warnock Fleet

4400001571 Hoffman Ford Sales

4400001572 Ford National Automart Inc., dba Plaza Ford/Motors Fleet

4400001573 Day Chevrolet, Inc

## PROCESS TO PURCHASE

► DGS Statewide Contracts @ [www.dgs.state.pa.us](http://www.dgs.state.pa.us)

Reference Commonwealth SRM Parent Contract 4400001565 (2306-01)

Contract with Special Terms and Conditions (Additional Requirements), Contracts with Supplier Information.

Contact Alfonzo J. Robinson directly via telephone or email with questions or concerns. See above Contract Info block for contact information.

## Vehicle Index

PLEASE UTILIZE THE VEHICLE DESCRIPTIONS BELOW AS YOUR INDEX TO FIND THE VEHICLE YOU WISH TO PURCHASE AND THE RESPECTIVE DEALER, THEN GO TO THAT DEALER'S VEHICLE SHEET.

POLICE VEHICLES		
<b>Group 1</b>		<b>Awarded Vendor: Warnock Automotive Inc., dba Warnock Fleet, Contact: Nate Seely</b>
Police Vehicle and Equipment Description	Unit Price	
Class 1, Type 1: Ford Crown Victoria Police Interceptor (3.27), marked, in accordance with PCID-1104.	\$21,473.00	
Class 1, Type 1A: Ford Crown Victoria Police Interceptor (3.27), un-marked, in accordance with PCID-1104.	\$20,720.00	
Fire Suppression System (60S), in accordance with PCID-1104, section 5, 5.16 SUBJECT TO AVAILABILITY FROM MANUFACTURER	\$2,836.00	
Crown Base Lighting Package (65A) Includes all 65A components, plus a strobe light power supply and flashing rear deck LED lights	\$1,710.00	
Shop Manuals, Hard Copy	\$50.00	
Shop Manuals, CD-Rom	\$75.00	
<b>Group 2</b>		<b>Awarded Vendor: Northest Auto Outlet, Contact: Jim Picolli</b>
Police Vehicle and Equipment Description	Unit Price	
Class 1, Type 2: Chevrolet Impala (9C1), in accordance with PCID-1104, sections 1 through 4 and Section 7.	\$17,294.31	
Front heavy duty cloth bucket seats with matching heavy duty rear cloth bench seat, in accordance with PCID-1104, section 7, 7.9	\$0.01	
Shop Manuals, Hard Copy	\$95.00	
Shop Manuals, CD-Rom	\$400.00	
<b>Group 3</b>		<b>Awarded Vendor: Northest Auto Outlet, Contact: Jim Picolli</b>
Police Vehicle and Equipment Description	Unit Price	
Class 1, Type 3: Chevrolet Tahoe 2WD Police Rated, in accordance with PCID-1104, sections 1 through 4 and Section 8.	\$25,345.00	
Differential, locking, heavy duty, rear, per PCID-1104, section 8, 8.11	\$236.00	
Shop Manuals, Hard Copy	\$95.00	
Shop Manuals, CD-Rom	\$400.00	
<b>Group 4</b>		<b>Awarded Vendor: Warnock Automotive Inc., dba Warnock Fleet, Contact: Nate Seely</b>
Police Vehicle and Equipment Description	Unit Price	
Class 1, Type 4: Dodge Charger Police Vehicle	\$20,142.00	
Full wheel cover in accordance with PCID-1104, section 9, option #2	\$27.00	
5.7 Liter Hemi Engine in accordance with PCID-1104, section 9, option #4	\$1,485.00	
Power eight way adjustable seat in accordance with PCID-1104, section 9, 9.8	\$339.00	
Shop Manuals, Hard Copy	\$295.00	
Shop Manuals, CD-Rom	\$70.00	

<b>Group 5</b>	<b>Awarded Vendor: Hertrich Fleet Services, Inc., Contact: Michael Wright</b>
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Police Vehicle and Equipment Description	Unit Price	
Class 1, Type 5: Dodge Magnum Police Vehicle	\$21,371.00	
Front Door body side molding, delete in accordance with PCID-1104, section 10, option #1	\$0.01	
Full wheel cover in accordance with PCID-1104, section 10, option #2	\$28.00	
Black driver's side spotlight in accordance with PCID-1104, section 10, option #3	\$184.00	
5.7 Liter Hemi Engine in accordance with PCID-1104, section 10, option #4	\$1,945.00	
Power eight way adjustable seat in accordance with PCID-1104, section 10, 10.7	\$350.00	
Sunscreen privacy glass in accordance with PCID-1104, section 10, option #5	\$0.01	
Setina model 10-C partition, slider with expanded metal (side air bag curtain compatible), option #7	\$703.00	
OEM Systems, Inc. rear window screens. (18 gauge punched steel screens installed on all five rear windows.) in accordance with PCID-1104, section 10, option #8	\$596.00	
Shop Manuals, Hard Copy	\$185.00	
Shop Manuals, CD-Rom	\$161.00	

<b>SPECIALTY VEHICLES</b>
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Vehicle Description	Vehicle Make	Vehicle Model	Unit Price	Awarded Supplier & Contact Person
Midsize Fleet	Volkswagen	Jetta	\$18,548.00	Northeast Auto Outlet/Jim Picolli
Midsize Fleet	Ford	Fusion FWD	\$13,061.00	Plaza Ford/Motors Fleet/Michele Caso
Midsize Fleet	Pontiac	G-6	\$15,688.00	Northeast Auto Outlet/Jim Picolli
Midsize Fleet	Chevrolet	Malibu Hybrid	\$20,690.00	Westgate Chevrolet dba Apple Chevrolet
Midsize Fleet	Toyota	Camry	\$20,154.00	Northeast Auto Outlet/Jim Picolli
Large Sedan	Chrysler	300	\$18,399.00	Warnock Automotive dba Warnock Fleet/Nate Seely
Large Sedan	Ford	Taurus AWD	\$19,213.00	Plaza Ford/Motors Fleet/Michele Caso
Small 4WD SUV	Saturn	Vue Hybrid	\$25,689.00	Day Chevrolet, Inc./Len Polistina
Small 4WD SUV	Ford	Escape Hybrid	\$24,183.00	Hoffman Ford Sales/Jerry Adams
Small 4WD SUV	Mercury	Mariner Hybrid	\$25,570.00	Hertrich Fleet Services, Inc./Michael Wright
Medium SUV 4WD	Ford	Explorer	\$19,982.25	Plaza Ford/Motors Fleet/Michele Caso
Large SUV4WD	Chevrolet	Tahoe Hybrid	\$45,001.00	Hertrich Fleet Services, Inc./Michael Wright
Cargo Van 150/1500	Chevrolet	Express AWD	\$19,812.00	Northeast Auto Outlet/Jim Picolli
Cargo 250/2500	Chevrolet	Express AWD	\$25,248.00	Westgate Chevrolet dba Apple Chevrolet/Scott Morrow
10 Pass 3500 RWD	Chevrolet	Express RWD LT V8	\$21,579.00	Hertrich Fleet Services, Inc./Michael Wright
1500 Ext Cab Pick-up	Chevrolet	Silverado	\$23,234.00	Hertrich Fleet Services, Inc./Michael Wright

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### **I.1 IFB-001.1 Purpose (Oct 2006)**

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF GENERAL SERVICES, BUREAU OF PROCUREMENT to satisfy a need for **POLICE AND SPECIALTY VEHICLES (2306-01)** .

### **I.2 IFB-005.1 Type of Contract (Oct. 2006)**

If the Issuing Office enters into a contract as a result of this IFB, it will be a contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

### **I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)**

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

### **I.4 IFB-009.1 Questions (Nov. 2006)**

Any questions concerning conditions and specifications must be directed to the Issuing Office.

### **I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)**

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at [WWW.DGS.STATE.PA.US](http://WWW.DGS.STATE.PA.US) it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

### **I.6 IFB-011.1B Submission of Bids – Electronic Submittal (Dec 12 2006)**

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received in the Bid Opening Room prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by

the Bidder are not in conformance with the specifications as determined by the Commonwealth.

- d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

#### **I.7 IFB-024.1 Bid Protest Procedure (Oct 2006)**

- a. **Who May File the Protest.** Any Bidder or prospective bidder who is aggrieved in connection with the IFB or award of the contract solicitation or award of a contract may file a protest. Protests relating to cancellation of invitations for bids and protests relating to the rejection of all bids are not permitted. A Bidder is a person that submits a bid in response to the IFB. A prospective bidder is a person that has not submitted a bid in response to the IFB.

b. **Time for Filing.**

- 1) If a protest is submitted by a prospective bidder, the protest must be filed before bid opening time or proposal receipt date.
- 2) If a protest is filed by a Bidder, the protest must be filed within seven days after the protesting Bidder knew or should have known of the facts giving rise to the protest EXCEPT THAT IN NO EVENT MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT OR PURCHASE ORDER WAS AWARDED. Date of filing is the date of receipt of protest.
- 3) Untimely filed protests shall be disregarded.

c. **Form of Protest.**

- 1) A protest must be in writing and filed with the agency head (or designee) of the purchasing agency.
- 2) A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal.
- 3) The protesting party may submit with the protest any documents or information deemed relevant.

- d. **Notice of Protest** If award has been made, the agency head (or designee) shall notify the successful Bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all Bidders who appear to have a substantial and reasonable prospect of winning the award shall be notified and may file their agreement/disagreement with the purchasing agency within three (3) days after receipt of notice of the protest.

- e. **Stay of Procurement.** The head of the purchasing agency (or designee) shall immediately decide, upon receipt of the protest, whether or not the solicitation or award shall be stayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The Issuing Office shall not proceed further with the IFB or with the award of the contract, and shall suspend performance under the contract if awarded, unless the agency head of the purchasing agency makes a written determination that the protest is clearly without merit or that award of the contract/purchase order without delay is necessary to protect the

substantial interests of the Commonwealth.

**f. Procedures.**

- 1) **Contracting Officer Response.** Within fifteen (15) days of the receipt of a protest, the contracting officer may submit a written response to the head of the purchasing agency (or designee). The response may include any documents or information that the contracting officer deems relevant to the protest.
- 2) **Protesting Party Reply.** Within ten (10) days of the date of the contracting officer response, the protesting party may file a written reply.
- 3) **Review.** The head of the purchasing agency (or designee) shall:
  - a) Review the protest and any response or reply.
  - b) Request and review any additional documents or information he deems necessary to render a decision.
  - c) Give the protesting party and the contracting officer reasonable opportunity to review and address any additional documents or information requested by the agency head.
  - d) In his sole discretion, conduct a hearing.
  - e) Within sixty (60) days of the receipt of the protest, issue a written determination stating the reasons for the decision.
  - f) If additional time is required to investigate the protest, inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent.
- 4) **"Clearly Without Merit" Determinations.** If the head of the purchasing agency (or designee) determines, upon receipt, that the protest is clearly without merit and does not stay the procurement, the head of the purchasing agency (or designee) shall immediately issue the decision as required by Subparagraph h below.

**g. Settlement.** The Issuing Office has the authority to settle and resolve bid protests.

**h. Decision.** The head of the purchasing agency (or designee) shall promptly, but in no event later than sixty (60) days from the filing of the protest, issue a written decision. The decision shall:

- 1) State the reasons for the decision.
- 2) If the protest is denied, inform the protesting party of its right to file an appeal in Commonwealth Court within fifteen (15) days of the mailing date of the decision.
- 3) If it is determined that the solicitation or award was contrary to law, enter an appropriate order.

The agency head (or designee) shall send a copy of the decision to the protesting party and any other person determined by the agency head (or designee) to be affected by the decision.



### **I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)**

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

### **I.9 IFB-027.1 COSTARS Program (Dec 12 2006)**

Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. Section 1902, authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

A. Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit only DGS-registered COSTARS members to make COSTARS purchases from this Contract.

1. A "local public procurement unit" is:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.

B. COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospect COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

C. DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a

Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.

- D. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth day of the succeeding Contract quarter.
1. Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us) or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS's written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.
  2. The Contractor shall include on each report the Contractor's name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.
  3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- F. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars)
1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at [www.dgs.state.pa.us/costars](http://www.dgs.state.pa.us/costars), where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
  2. Direct all questions concerning the COSTARS Program to:

Department of General Services  
COSTARS Program  
555 Walnut Street, 6th Floor  
Harrisburg, PA 17101  
Telephone: 1-866-768-7827  
E-mail [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us)

#### **I.10 IFB-029.1 Prices (Dec 6 2006)**

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be

required to provide the awarded item(s) at the prices quoted in its Bid.

#### **I.11 IFB-030.1 Approved Equal (Nov 2006)**

Whenever an item is defined in this IFB by trade name and catalogue number of a manufacturer or vendor, the term 'or approved equal,' if not inserted therewith shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a 'no substitute' is requested. When a 'no substitute' is requested, the Issuing Office will consider Bids for the referenced product only. The term 'or approved equal' is defined as meaning any other make which, in the sole opinion of the Issuing Office, is of such character, quality, and performance equivalence as to meet the standard of quality of products specified for which it is to be used equally as well as that specified. A Bidder quoting on a product other than the referenced product shall: a) furnish complete identification in its Bid of the product it is offering by trade name, brand and/or model number; b) furnish descriptive literature and data with respect to the substitute product it proposes to furnish; and c) indicate any known specification deviations from the referenced product.

#### **I.12 IFB-031.1 Alternates (Nov 2006)**

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award.

#### **I.13 IFB-032.1 New Equipment (Nov 2006)**

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

#### **I.14 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)**

a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.

- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must

be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification

- 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).

b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.

- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
- 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.

c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:

- 1) The Bidder submits a written request for withdrawal.
- 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
- 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
- 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
- 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.

d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the

Commonwealth pays for the awarded items.

e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:

- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
- 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

#### **I.15 I-IFB-034.1 Rejection of Bids (Nov 2006)**

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

#### **II.1 IFB-006.1b COSTARS Program Questionnaire - Electronic Submission (Oct 2006)**

Offerors should complete and submit the COSTARS Program Questionnaire Form, which is attached to and made a part of this IFB, and submit it with its proposal. The completed COSTARS Program Questionnaire Form should be submitted as part of the Bid Response.

#### **II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).**

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

#### **II.3 IFB-009.1 Manufacturer's Specification Order Sheet (Oct 2006)**

The Manufacturer's Specification Order Sheet must accompany the bid and must indicate all standard equipment plus available interior/exterior color combinations. At the time of award, these sheets will be posted on DGS's website which should alleviate the number of telephone calls from the ordering agencies to the Contractor requesting such. **Failure to provide the Manufacturer's Specification Order Sheet may result in rejection of the proposal.**

#### **II.4 IFB-010.1 License Required (Oct 2006)**

It is unlawful for any individual, corporation, partnership, association or other entity foreign or domestic to engage in the business of salesperson, broker, dealer, manufacturer, factory branch, distributor, distributor branch, factory or distributor representative or wholesaler within COMMONWEALTH unless he has secured a license as required by Act No. 84 of 1983, known as the Board of Vehicles Act. Before a Contract is awarded to any bidder and before a bidder sells COMMONWEALTH any vehicle covered by this requisition, he must hold or secure an appropriate license issued by the State Board of Vehicle Manufacturers, Dealers and Salespersons. Information and/or an application in regard to the license requirement can be obtained from:

Department of State  
Bureau of Professional and Occupational Affairs  
State Board of Motor Vehicle Manufacturers, Dealers and Salesmen  
P.O. Box 2649  
Harrisburg, PA 17105-2649

Out-Of-State Dealers are not required to secure a license under Act No. 84 of 1983, and therefore, do not need to comply with this "License Required" Section. If you are a PA Dealer, please submit your license number with your proposal.

#### **II.5 IFB-011.1 Authorized Dealer/Franchiser (Oct 2006)**

In order to be eligible for award, an offeror must be an Authorized/Franchised dealer representing the manufacturer of Vehicles offered to the Commonwealth.

#### **II.6 II-IFB-012.1 RETURN GOODS POLICY (NOV 2006)**

Each bidder must submit a copy of their return goods policy with their bid.

#### **II.7 II-IFB-016.1 POST-SUBMISSION DESCRIPTIVE LITERATURE (Dec 2006)**

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

#### **II.8 II-IFB-017.1b Reciprocal Limitations Act – Electronic Submittal (February 2007)**

This procurement is subject to the Reciprocal Limitations Act. Bidders must complete and submit with the Bid Response the State of Manufacture Chart, which is contained in GSPUR-89 ("Reciprocal Limitations Act Requirements") which is attached to and made part of this IFB. The completed State of Manufacture Chart should be submitted as part of the Bid Reponse

#### **III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)**

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

### **III.2 III-IFB-006.1b Notification of Selection - By Lot (Oct 2006)**

It is the intent of the Commonwealth to award by lots established in the pricing spreadsheets. The Commonwealth reserves the right to award by line item or to award all lots to a single vendor if it determines that it is in the best interest of the Commonwealth to do so.

### **III.3 III-IFB-007.1 Awards (Nov 2006)**

Unless all Bids are rejected, and except as otherwise provided by law, award will be made, through the issuance of a Purchase Order, to the lowest responsible and responsive Bidder. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the lowest responsible and responsive Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the PA Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

### **III.4 III-IFB-008.1 Tie Bids (Nov 2006)**

All tie bids will be broken by the Issuing Office.

### **III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)**

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

### **III.6 III-IFB-010.1 OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE (NOV 2006)**

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

### **III.7 III-IFB-014.1 REBATES (Nov 2006)**

Any rebate applicable at the time of bid should be taken into consideration by the bidder in calculating its bid price. Bidders must specifically state in their bid proposal, when applicable, that rebates have been considered in arriving at the bid price. Following award, the Commonwealth will assign to the awarded bidder, any rebates which the bidder stated that he took into consideration. If the bidder fails to include such a statement, the Commonwealth will receive the full benefit of the manufacturer's rebate.

#### **IV.1 IFB-001.1a SPECIFICATIONS (Nov 2006)**

The Commonwealth is seeking bids to procure the item(s) set forth in the attached document entitled "Specifications."

#### **V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)**

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

#### **V.2 CONTRACT-002.1a Term of Contract – Contract (March 2007)**

- a. The term of the Contract shall begin on the Commencement Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.
- b. The Commencement Date shall be the later of the "Valid from" date shown on the Contract output form or the Effective Date (as defined below).
- c. The Effective Date shall be the Effective Date printed on the Contract output form after the Contract has been fully executed by the Commonwealth (fully executed by the Commonwealth means that it has been signed and approved as required by Commonwealth contracting procedures).

#### **V.3 CONTRACT-002.1c Term of Contract – Automobiles (March 2007)**

- a. The term of the Contract shall begin on the Commencement Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.
- b. The Commencement Date shall be the later of the "Valid from" date shown on the Contract output form or the Effective Date (as defined below).
- c. The Effective Date shall be the Effective Date printed on the Contract output form after the Contract has been fully executed by the Commonwealth (fully executed by the Commonwealth means that it has been signed and approved as required by Commonwealth contracting procedures).
- d. The Contractor shall not be contractually obligated to supply when the Contractor's stock is depleted and cannot be restocked by manufacturer.

#### **V.4 CONTRACT-002.2b Renewal of Contract Term – Mutual (Nov 30 2006)**

The Contract may be mutually renewed for a maximum of 0 additional 0 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less



than 000 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 000 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

#### **V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

#### **V.6 CONTRACT-003.1a Signatures – Contract (March 2007)**

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract will not include an "ink" signature by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

#### **V.7 CONTRACT-004.1a Definitions (Dec 12 2006)**

As used in this Contract, these words shall have the following meanings:

- a. Agency The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services All Contractor activity necessary to satisfy the Contract.

#### **V.8 CONTRACT-005.1a Purchase Orders (Feb 2007)**

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders will not include an "ink" signature by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under five thousand dollars (\$5,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

**V.9 CONTRACT-005.1c Acknowledgment of Orders – Automobiles (Dec 5 2006)**

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders will not include an "ink" signature by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day. The Contractor must acknowledge receipt of an order within ten (10) days from the day the purchase order is issued to the Contractor. In order to insure timely delivery, the Commonwealth should follow up on orders if written acknowledgement is not received within ten (10) days.

The Commonwealth and the Contractor specifically agree as follows:

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth transmitting the order has properly received an acknowledgement.

c. The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

**V.10 CONTRACT-007.01c Delivery – Automobiles (Nov 30 2006)**

The Contractor(s) must make delivery no later than 100 calendar days after acknowledgement of purchase order for POLICE & SPECIALTY(PASSENGER) . Failure to deliver within these time periods shall result in payment of liquidated damages in accordance with Paragraph 17, of these Special Terms and Conditions. Liquidated damages shall not apply under the circumstances specified in Paragraph 20, Force Majeure, of the Standard Contract Terms and Conditions For Statewide Contracts for Supplies.

CWOPA understands that the Contractor is not obligated to deliver orders placed after the Original Equipment Manufacturer (OEM) build-out date, if vehicles are not available.

**Vehicles purchased by the Pennsylvania State Police will be delivered FOB to:** Pennsylvania State Police, Transportation Division, 20th & Herr Sts., Harrisburg, PA 17103 Contact person is Rick Binker, Director at 717-787-1318.

**Vehicles purchased by Pennsylvania Department of Transportation will be delivered FOB to:** PA Department of Transportation, Equipment Division, 17th & Arsenal Blvd., Harrisburg, PA 17120 Prior to delivery the Contractor must contact Larry Allen at 717-787-2123, for inspection appointment, title, and MV1 instructions.

**Vehicles purchased by Pennsylvania Turnpike Commission will be delivered FOB to:**

Pennsylvania Turnpike Maintenance Facility, Milepost 243.8 (New Cumberland), 519 Marsh Run Road, New Cumberland, PA17070 Contact Phone Number: (717) 939-9551 ext. 5100

**MAILING ADDRESS\*:**

Pennsylvania Turnpike Commission  
Route 283  
P.O. Box 67676  
Harrisburg, PA17106

**All other vehicles will be delivered FOB to:** DGS, Bureau of Vehicle Management, 2221 Forster St., Harrisburg, PA 17125, with all proper paperwork as stated in the body of the specification sheets.

Prior to deliveries with the exception of the Pennsylvania Department of Transportation, the Contractor must contact Mickey Morrow with DGS, at 717-787-4252, for inspection appointment, title, and MV1 instructions.

During the term of the Contract, CWOPA reserves the right to work with the Contractor(s) to identify additional delivery locations across the CWOPA. Additional delivery costs, if any, will be determined through negotiations with the Contractor(s).

**V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

**V.12 CONTRACT-008.1a Warranty. (Oct 2006)**

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

**V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2006)**

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged

patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

#### **V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

#### **V.15 CONTRACT-010.1a Acceptance (Oct 2006)**

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall

retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

#### **V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

#### **V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

#### **V.18 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2006)**

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at [WWW.DGS.STATE.PA.US](http://WWW.DGS.STATE.PA.US) on the date of submission of the bid, proposal or contract offer.

#### **V.19 CONTRACT-014.3 Enforcement (Oct 2006)**

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

#### **V.20 CONTRACT-015.1 Compensation (Oct 2006)**

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

#### **V.21 CONTRACT-015.2 Billing Requirements (Dec 5 2006)**

The Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

#### **V.22 CONTRACT-015.3 Invoice Requirement – SAP Purchase Orders (Feb 2007)**

Unless otherwise specified or unless the Contractor has been authorized by the Commonwealth for Electronic Invoicing, Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by purchase order line item to the address referenced on the Purchase Order promptly after the item(s) are delivered. The invoice should include only amounts due under the Purchase Order. The Purchase Order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates and the Purchase Order or task order to which it refers.

#### **V.23 CONTRACT-016.1 Payment (Oct 2006)**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.



- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

#### **V.24 CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

#### **V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

#### **V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)**

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

#### **V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

#### **V.28 CONTRACT-021.1 Default (Dec 12 2006)**

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
  - 3) Unsatisfactory performance of the work;
  - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
  - 5) Improper delivery;
  - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
  - 7) Delivery of a defective item;
  - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
  - 9) Discontinuance of work without approval;
  - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
  - 11) Insolvency or bankruptcy;
  - 12) Assignment made for the benefit of creditors;
  - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

- 14) Failure to protect, to repair, or to make good any damage or injury to property;
  - 15) Breach of any provision of the Contract;
  - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
  - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

#### **V.29 CONTRACT-022.1 Force Majeure (Oct 2006)**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such

supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

### **V.30 CONTRACT-023.1a Termination Provisions (Oct 2006)**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
  
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose
  
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

### **V.31 CONTRACT-024.1 Contract Controversies (Oct 2006)**

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
  
- b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

### **V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2006)**

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

### **V.33 CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

#### **V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (Oct 2006)**

During the term of the Contract, the Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

#### **V.35 CONTRACT-028.1 Contractor Integrity Provisions (Oct 2006)**

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
  - 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
  - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth,

provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.

4) **Financial interest** means:

a) Ownership of more than a five percent interest in any business; or

b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.

d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.

e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.

f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.

g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.

j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's

agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

### **V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Oct 2006)**

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services



Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No. (717) 783-6472  
FAX No. (717) 787-9138

**V.37 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

**V.38 CONTRACT-031.1 Hazardous Substances (Oct 2006)**

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Subparagraphs (1) through (4):
  - 1) Hazardous substances:
    - a) The chemical name or common name,
    - b) A hazard warning, and
    - c) The name, address, and telephone number of the manufacturer.
  - 2) Hazardous mixtures:
    - a) The common name, but if none exists, then the trade name,

- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
  - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
  - d) A hazard warning, and
  - e) The name, address, and telephone number of the manufacturer.
- 3) Single chemicals:
- a) The chemical name or the common name,
  - b) A hazard warning, if appropriate, and
  - c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
  - b) A hazard warning, if appropriate,
  - c) The name, address, and telephone number of the manufacturer, and
  - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

NFPA 704, Identification of the Fire Hazards of Materials.

National Paint and Coatings Association: Hazardous Materials Identification System.

American Society for Testing and Materials, Safety Alert Pictorial Chart.

American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial

## Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

### **V.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **V.40 CONTRACT-033.1 Applicable Law (Oct 2006)**

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

### **V.41 CONTRACT- 034.1b Integration (Nov 30 2006)**

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

### **V.42 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)**

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

#### **V.43 CONTRACT-035.1a Changes (Oct 2006)**

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

#### **V.44 CONTRACT-037.1b Confidentiality (Oct 2006)**

The Contractor agrees to protect the confidentiality of the Commonwealth's information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

The obligations stated in this Section do not apply to information:

- i. already known to the recipient at the time of disclosure;
- ii. independently generated by the recipient and not derived from the information supplied by the disclosing party;
- iii. known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- iv. disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- v. required to be disclosed by the recipient by law, regulation, court order, or other legal process.

#### **V.45 CONTRACT-040.1b Liquidated Damages - Vehicles (Dec 6 2006)**

If any item is not delivered within the contract specified time limits, the delay will interfere with the proper

implementation of the Commonwealth's programs and utilizing the item, to the loss and damage of the Commonwealth. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. The Commonwealth and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be \$ 10.00 per day per vehicle, and they agree that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty. The Commonwealth, at its option, for amounts due the Commonwealth as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. The Commonwealth shall notify the Contractor in writing of any claims for liquidated damages pursuant to this paragraph before the date the Commonwealth deducts such sums from money payable to the Contractor. Delivery of an item, which is rejected by the Commonwealth, shall not toll the running of the days for purposes of determining the amount of liquidated damages.

#### **V.46 CONTRACT-046.1 Manufacturer's Price Reduction (Oct 2006)**

If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

#### **V.47 CONTRACT-047.1 Motor Vehicles to be manufactured in North America (Oct 2006)**

All motor vehicles furnished by the Contractor pursuant to the Contract must be manufactured in North America. North America is defined as the United States, Canada, and Mexico. A motor vehicle is manufactured in North America if a substantial majority of the principal components are assembled into the final products in an assembly plant in North America. The Contractor shall be prepared to prove that the motor vehicles that will be, or have been, furnished to the Commonwealth will be or are, in fact, manufactured in North America in accordance with Sections 3731-3736 of the Commonwealth Procurement Code (62 Pa. C.S. Sections 3731-3736), known as the Motor Vehicle Procurement Act. No payment shall be made to the Contractor unless the Commonwealth is satisfied that the Contractor has complied with these provisions and the Motor Vehicle Procurement Act. Any payments made to the Contractor, which should not have 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 any public agency from participation in Contracts awarded by the public agency for a period of five years from the date of determination that a violation has occurred.

#### **V.48 CONTRACT-047.2a General Requirements PennDOT Vehicles/Equipment (March 5, 2007)**

These General Requirements shall apply to all on-road and off-road vehicles, highway equipment, agricultural equipment and construction equipment, procured for use by the Department of Transportation, Commonwealth of Pennsylvania (PennDOT). These requirements are in addition to any supplemental specifications identified in the invitation for bids. The following shall be considered MINIMUM requirements.

##### **A. STANDARDS, CODES, RULES, REGULATIONS:**

1. Each vehicle or unit of equipment shall conform to any and all requirements contained in the Pennsylvania Motor Vehicle Code.
2. Each vehicle or unit of equipment shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and Pennsylvania Exhaust Emission and Noise Standards, and EPA and OSHA requirements. The appropriate decals indicating compliance shall be affixed to the vehicle/equipment.

3. Each vehicle or unit of equipment shall be manufactured in accordance with any codes, standards and engineering practices as recommended by the following professional organizations for the specific vehicle/equipment:

American Institute of Steel Construction (AISC)  
American National Standards Institute (ANSI)  
American Society of Mechanical Engineers (ASME)  
American Society for Testing and Materials (ASTM)  
American Trucking Association (ATA)  
American Welding Society (AWS)  
American Wood-Preservers Association (AWPA)  
Battery Council International (BCI)  
British Standards Institute (BSI): Limits and Fits  
Compressed Air and Gas Institute (CAGI)  
Industrial Fastener Institute (IFI)  
International Standards Organization (ISO)  
Joint Industrial Council (JIC)  
National Fire Protection Association (NFPA)  
National Truck and Equipment Association (NTEA)  
Power Crane and Shovel Association (PSCA)  
Society of Automotive Engineers (SAE)  
Society of Manufacturing Engineers (SME)  
Steel Structure Painting Council (SSPC)  
Tire and Rim Association (TRA)

**B. COMPONENTS, PARTS AND ACCESSORIES:**

1. When "No Substitute" components, parts or accessories are designated, only this type of component, part or accessory is acceptable.
2. All equipment and parts furnished shall be of the manufacturer's most current design, shall be included in its most current published list of models in stock and shall satisfy, these specifications.
3. The same model components shall be utilized on all units supplied by the successful bidder under the specifications.
4. All electronic systems associated with the vehicle/equipment shall be properly insulated so as not to not cause any interference with the operation of the vehicle or the land mobile radio communications system, when properly installed in the vehicle.
5. Power systems must be compatible with the engine, transmission, axles, hydraulic system and power steering, etc., in order to meet the requirements specified herein.
6. Vehicles shall meet the maximum gradeability of the manufacturer when loaded to maximum Gross Vehicle

Weight Rating ("GVWR") without exceeding the engine manufacturer's recommended maximum revolutions per minute ("RPM") based on maximum net torque.

7. The ratio of the rear axle and transmission shall be geared to maintain a road speed of approximately 65 mph on a level road, when operating at maximum GVWR without exceeding the recommended engine rpm figure. This is not applicable to construction type equipment.

**C. SITE VISITS:**

Prior to submission of its bid, a bidder may contact PennDOT and schedule a site visit to inspect vehicles/equipment (as available) in PennDOT's current inventory in order to further clarify any drawings, pictures and specifications. Units may be available in the field for bidders to inspect at one or more of PennDOT's Maintenance Districts, but the Commonwealth makes no guarantee that any particular vehicle/equipment shall be located at a site convenient to the bidder's place of business. The site visit must be scheduled with the Equipment Division by calling (717) 787-1567. It is the bidder's responsibility to complete the site visit in time to submit a bid. All travel will be at the bidder's expense.

**D. ON BOARD VEHICLE/EQUIPMENT REQUIREMENTS:**

1. Each vehicle and unit of equipment shall include the proper forms to apply for a Pennsylvania title and license. These forms will include: the original manufacturer's statement of origin signed by the successful bidder and notarized. All title papers shall be properly prepared and executed. The application for title, Form MV-1 shall indicate the name and address exactly as follows: Pa. Dept. of Transportation, Equipment Division, 17th Street and Arsenal Blvd., Harrisburg, PA 17120 (ATTN: Specifications Unit).
2. Trucks and trailers shall be certified to meet or exceed requirements to obtain a Pennsylvania license. For medium and heavy-duty trucks and vans, the GVWR shall be identified in the vehicle's cab as the final complete certification label (minimum rating). The Gross Combined Weight Rating (GCWR) shall be identified by decal in the cab to indicate the approved weight, which can be towed, if applicable.
3. Vehicles designated for on-road use shall meet the following requirements:
  - a. Shall have a valid Pennsylvania state inspection sticker.
  - b. Shall have completed the manufacturers' recommended pre-delivery service.
  - c. Shall have the vehicle manufacturer's model name and model number stated on a decal affixed to the inside of the driver's side door.
  - d. Shall be clean, lubricated, serviced, gas tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical motors and components fully functional and operational, and the vehicle will be "road ready" for immediate use.
  - e. Shall have appropriately placed decals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir that is required by the vehicle.
  - f. Shall have permanent antifreeze in each vehicle to protect it at a level of -35 F. Only a low silicate type anti-freeze will be used for vehicles having diesel engines.

g. Shall be free from all dealer signs/emblems.

h. Shall have all required rust proofing applied to the exterior and underside of the vehicle. No rustproofing compound can be on the personnel compartment's items or the exterior of the body in unsightly or unintended areas.

i. Shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons.

j. Shall have each vehicle and major component identified with a metal identification tag that provides the OEM's name, model number and individual serial number. Tags will be affixed in an accessible and readable position on the item.

The above items are pre-delivery service items, and bidders should not misconstrue these requirements with warranty problems that arise after the Commonwealth accepts the completed unit which complies with the written specifications.

**All charges for any of the aforementioned administrative and technical services and equipment are considered minimum acceptable requirements for delivery and shall be included in the bid price.**

#### **E. GENERAL WARRANTY REQUIREMENTS**

The following warranty requirements are considered minimum unless otherwise stated in the invitation for bids. If the manufacturer's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply. Manufacturer's warranty shall be provided in written or electronic form. All warranties will cover all labor and parts replacement during the warranty period, except as may be otherwise stated below or in the invitation for bids. This warranty, however, does not include items that must be replaced through ordinary wear and tear, but those parts ordinarily replaced through the servicing program will be replaced as part of the servicing program of equipment/vehicles, if appropriate. Parts replaced under this warranty will be of original equipment manufacturer (OEM) quality or higher. Service to the vehicle/equipment will be at a level to maintain or meet the manufacturer's requirements to sustain the warranty.

##### **1. MEDIUM DUTY/HEAVY DUTY CAB & CHASSIS (19,501# GVWR or higher):**

The chassis manufacturer's service and warranty program shall be for one (1) year or 12,000 miles (whichever first occurs).

##### **2. LIGHT DUTY TRUCKS & VANS (up to 19,500# GVWR):**

The chassis and cab manufacturer's service and warranty program shall be for three (3) years or 36,000 miles (whichever first occurs), including powertrain. A two (2) year, unlimited mileage warranty is acceptable in lieu of a three year, 36,000-mile warranty. The vehicle shall be certified as having a capacity of towing 1,000 pounds without voiding the warranty.

**3. CONSTRUCTION EQUIPMENT:** The construction and agricultural equipment manufacturer's service and warranty program shall be for a minimum of two (2) years or four thousand (4,000) hours whichever first occurs.



#### 4. ADDITIONAL SPECIFIC WARRANTY ITEMS (Applies to light, medium and heavy duty trucks only)

##### a. RUST PROOFING WARRANTY

Cabs/cowls shall be warranted for five (5) full years with no mileage or hourly limitations. This will include rusting through or perforation from within. This warranty and service program covers both labor and parts for the full warranty period. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty.

##### b. FRAME RAILS AND CROSSMEMBERS (Chassis)

For medium/heavy duty trucks, frame rails and cross members are warranted for five (5) full years with no mileage or hourly limitations. This warranty covers both parts and labor for the full warranty period. For light duty trucks and vans, the manufacturer's standard frame rail and crossmember warranty is acceptable.

##### c. FLAT BED WARRANTY

A vehicle's flat bed shall be warranted for three (3) years. This warranty covers both parts and labor for the full warranty period. A decal will be placed on the inside driver's door stating the warranty's terms and the name, address and telephone number of the contact person to initiate warranty claim services.

##### d. SERVICE/UTILITY BODY AND ASSOCIATED COMPONENTS WARRANTY

Fiberglass bodies will be warranted for five (5) years to include color fading. Steel service and utility bodies shall be warranted for five (5) years against defects and corrosion, including rust through or perforation from within. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty. Associated components such as cranes, air compressors, and snowplows shall be covered by manufacturer's standard warranty. Manufacturer's standard warranty shall be provided in written or electronic form.

##### e. ENGINE AND TRANSMISSION WARRANTY

The engines for all Heavy/Medium Duty equipment/vehicles will be warranted for parts and labor for five (5) years or 150,000 miles (whichever first occurs). The engine warranty will include all items named or included within the valve covers, cylinder heads block, oil pan and injection pump. The transmission (automatic/manual) will be fully covered by the warranty and service program for two (2) years and will not be limited by mileage or hours. For light duty trucks and vans, the manufacturer's standard frame engine and transmission warranty is acceptable.

##### f. WARRANTY CARD PROCEDURES

The successful bidder shall complete the warranty card except for the warranty start date. The PennDOT Equipment Division shall inform the successful bidder of the following: model number of vehicle; serial number of vehicle, equipment number, and location assigned; date released to the counties.

#### **F. PILOT MODEL:**

PennDOT reserves the right to require the successful bidder to make mutually agreeable arrangements to deliver a "pilot model" for initial inspection. Pilot model(s) shall be delivered to the Department of Transportation, 17th St., & Arsenal Blvd., Harrisburg, PA 17120 for inspection, testing and approval. The remaining units shall not be delivered for inspection, testing and approval until after the pilot model has been accepted by PennDOT. The remaining units shall fully meet the requirements of the specifications and must be indistinguishable from the approved pilot model. Presentation of a pilot model will not be required if the quantity is only one (1) unit. The pilot model must meet all the mechanical requirements of the specifications. PennDOT may field test the equipment to determine if it meets the performance requirements of the specifications. Performance testing results will normally be completed within two (2) weeks of date of delivery. There are administrative items that are required to be presented at the pilot model inspection. It is imperative that all of these items be presented at this time so they are ready for shipment, when the balance of the units are delivered. PennDOT may withhold payment, where deemed necessary, pending receipt of these items. PennDOT disclaims any liability for damage to equipment that has not been unconditionally accepted by the PennDOT.

#### **G. DELIVERY:**

Time is of the essence. All units must be delivered within the number of days, specified in the invitation for bids, after receipt of the purchase order by the successful bidder. It shall be assumed by the parties that the successful bidder received the purchase order on the third business day following the date of the purchase order, unless the successful bidder provides credible evidence that the order was received on a later date. Bidders must specify delivery time in their bid. Phrases such as "as required", "as soon as possible", or "prompt" have no meaning and may be cause for rejection of the bid. The successful bidder shall deliver at ground level the complete unit(s) to the Equipment Division, 17th Street and Arsenal Blvd. Harrisburg, PA 17120. All deliveries shall be made on a working day between 7:00 AM and 3:30 PM. There is a loading dock at this location; however, any additional unloading cost shall be borne by the successful bidder. The terms of delivery are also controlled by other provisions in the invitation for bids.

The successful bidder shall submit to the PennDOT "on a continuing basis", all service bulletins and technical letters as regularly issued by a manufacturer to dealers or large fleets. All the relevant information shall be supplied for the unit(s) forwarded to the Commonwealth to inform PennDOT of any improvements, changes and/or problems concerning the unit and its component parts. This information shall be addressed to the Pennsylvania Department of Transportation, C/O Equipment Division, 17th St. & Arsenal Blvd., Harrisburg, PA 17120, ATTN: Chief, Equipment Division. PennDOT reserves the right to have its representative(s) periodically inspect each unit during assembly at the successful bidder's assembly point.

#### **H. PROCEDURE FOR IMPLEMENTING REPAIRS:**

In the event that a breakdown occurs, the repair work is to be performed by the successful bidder of record or his duly authorized representative within the Commonwealth. A copy of the successful bidder's work orders shall be supplied to the PennDOT County Equipment Manager and District Equipment Manager. Repairs assigned to the successful bidder can be performed at the successful bidder's place of business, at his duly authorized representative's place of business and, whenever possible, at the county maintenance facility or field locations. If services are to be performed at PennDOT's county maintenance facilities or in the field, the successful bidder must provide proof of insurance as stated in the contract attachments. County Equipment Managers shall notify the successful bidder or his duly authorized service representatives that the vehicle/equipment is down for component repairs and follow PennDOT standard procedure for handling warranty problems in accordance with the benefits of this warranty. At this time of notification, the location of repair is to be mutually agreed upon based on the most timely and cost effective basis to the Department. All work orders against the warranted repair shall be kept in PennDOT's Equipment History File at the county maintenance facility.

When repairs are to be performed at the successful bidder's place of business or his duly authorized representative's place of business, transportation of the vehicle/equipment within the Commonwealth of Pennsylvania shall be made by PennDOT. If determined by PennDOT that repairs cannot be handled within the Commonwealth, then transportation to and from the Commonwealth of Pennsylvania shall be the responsibility of the successful bidder.

#### **I. LUBRICATION AND COMPONENT INFORMATION:**

The successful bidder shall provide lubrication and component information (as applicable) upon request by PennDOT. This information may be provided on PennDOT forms or may be presented on forms prepared by the successful bidder and/or manufacturer.

#### **J. SUCCESSFUL BIDDER'S RIGHTS:**

The successful bidder shall have the right to make periodic inspections to ascertain that the maintenance techniques and/or repair procedures are being administered in accordance with the guidelines set forth in this document. Preventive maintenance shall be performed by PennDOT in accordance with the component manufacturer's recommended procedures, or as modified during the contract through supplements. All internal parts of the components shall be the repair responsibility of the successful bidder, except maintenance adjustments.

The Contractor shall complete and provide the documentation entitled Specification Sheet for Delivery of PennDOT Vehicles to the following:

Email: Contact the Automotive Equipment Specialist @ The Equipment Division @ 717-783-1395 (This is an Excel Spread Sheet, a Work Copy will be Emailed to You)

**Mail: Equipment Division**

17th & Arsenal Blvd.

Harrisburg, Pa.17120

Attn: Specifications Division

Note: These Forms Must Be Delivered to The Equipment Division With The Pilot Model!

Instructions To Vendor For Completing The Attached Form

Electronic:

- 1 Obtain Work Copy By Calling 717-783-1395
- 2 All Sections Are to be Filled Out
- 3 Insert N/A in All Sections That Do Not Apply, Do Not Leave any Sections Blank
- 4 Manufacturer, Model No. And Part No. Should Reflect The Actual Component Manufacture
- 5 Warranty Section Should Reflect The Coverage, The Vendor And/Or Equipment (Truck) Manufacturer Will Supply, Not The Component Manufacturer.

Paper:

- 1 Same As Above, but Type or Print All Information

**V.49 CONTRACT-047.2b General Requirements PennDOT Vehicles/Equipment PCID NO. 1067 (Oct 2006)**

The Contractor must supply the contracted vehicles that are to be delivered to the Commonwealth of Pennsylvania in accordance with PCID 1075, which is attached to this IFB and made a part thereof.

**V.50 CONTRACT-047.3 Monthly Purchase Reports (March 5, 2007)**

The Contractor shall furnish to the Commonwealth monthly electronic reports no later than the fifteenth calendar day of the month for the previous month's purchasing activity. Failure to provide this information may result in termination of the Contract. Each report shall indicate name and address of the Contractor, Contract number, and period covered by the report. The following information shall be listed on the report for each order received.

- Item No.
- Material Number
- CWOPA Agency
- Public Procurement Unit
- Make
- Model/Trim
- Additional Options (above specifications)
- Vehicle Cost (according to specifications)
- Delivery Charge
- Quantity

Order Date

Delivery Date

All such reports shall be created using a template provided by the Commonwealth. Final format and types of data requested will be agreed upon by the parties. Reports shall be sent to the Director, Bureau of Vehicle Management, Department of General Services and to the Bureau of Procurement, Department of General Services c/o the commodity specialist assigned to this contract.

**V.51 CONTRACT-047.4 Quarterly Business Review Meetings (Oct 2006)**

The Commonwealth requires that the Contractor and Original Equipment Manufacturer (OEM) actively participate in Quarterly Business Review meetings with the Commonwealth commodity manager and fleet manager to evaluate past performance, address any issues, discuss upcoming vehicle changes, identify additional cost savings opportunities, and report build-out dates.

**V.52 CONTRACT-047.5 Local Public Procurement Unit Participation (March 5, 2007)**

Any questions or problems pertaining to acquisition of vehicles by participating Local Public Procurement Units and their use of the Contract should be accomplished in a timely manner and all contact pertaining to these questions or problems should be directed to the Bureau of Procurement, Department of General Services to the attention of the commodity specialist assigned to this contract.

**V.53 CONTRACT-047.6 Additional Delivery Charges (Participating Local Public Procurement Units ONLY) (Oct 2006)**

Participating Local Public Procurement Units will pick up ordered equipment at the Contractor(s)'s place of business or have the equipment delivered by the Contractor for an additional **CHARGE PER VEHICLE of \$0.00** .

**V.54 CONTRACT-047.7 Taxes (Oct 2006)**

All participating Local Public Procurement Units will be required to indicate on their purchase orders the Internal Revenue Service Registration Number for exemption from Federal Excise Tax, if applicable.

**V.55 CONTRACT-047.8 Pricing Options (Oct 2006)**

When an end-user needs to price options that are in addition to the Commonwealth's minimum specifications found in Attachment D - Vehicle Specifications for an awarded vehicle on the Contract, the end-user will go to the Kelley Blue Book website at [www.kbb.com](http://www.kbb.com) to find the respective published invoice pricing. The invoice price for each additional option will be based upon the original date the Commonwealth or Local Public Procurement Units access the Kelly Blue Book website, referred to as the prep date on the Purchase Order. Additionally, the Contractor agrees to honor the price of the additional options as indicated on the prep date for a period of ten (10) days.

**V.56 CONTRACT-051.1 Notice (Dec 2006)**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

### **Additional Requirements**

**These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions for Statewide Contracts for Supplies.**

**1. Method for Pricing Options above Minimum Specifications for Specialty Vehicles Only (This does not include Police Vehicles: Ford Crown Victoria, Chevrolet Impala, Chevrolet Tahoe Dodge Charger or the Dodge Magnum).**

When an end user needs to price options that are in addition to CWOPA's minimum specifications found in the Vehicle Specifications for an awarded vehicle on the contract, the end user will go to the Kelley Blue Book website at [www.kbb.com](http://www.kbb.com) to find the respective published invoice pricing. The invoice price for each additional option will be based upon the original date CWOPA or Local Public Procurement Units access the Kelly Blue Book website, referred to as the prep date on the Purchase Order. Additionally, the Contractor agrees to honor the price of the additional options as indicated on the prep date for a period of ten (10) days.

Upon Contractor(s) Acknowledgement of Order, the Contractor(s) will verify the invoice pricing for options that are in addition to CWOPA's minimum specifications found in the Vehicle Specifications on the given prep date. If the Contractor finds that the invoice pricing provided for the additional options on the given prep date is not accurate the Contractor must provide official documentation with the accurate invoice pricing.

**2. Additional Delivery Charges (Participating Local Public Procurement Units ONLY).**

Participating Local Public Procurements Units will pick up ordered equipment at the Contractor's place of business or have the equipment delivered by the Contractor for an additional **CHARGE PER VEHICLE OF \$200.00.**

**3. Taxes.**

All participating Local Public Procurement Units will be required to indicate on their purchase orders the Internal Revenue Service Registration Number for exemption from Federal Excise Tax, if applicable.

**4. Specifications.**

Vehicle minimum specifications are defined in the Vehicle Specifications for the Specialty Vehicles, and in the P.C.I.D. No. 1104 for the Police Vehicles. These are minimum specification requirements. In addition to these specifications, all vehicles shall have a valid PA state inspection sticker and a valid PA emissions inspections sticker (for all vehicles subject under the PA I/M Program). NOTE: New or current model year vehicles with less than 5,000 miles, subject under the PA I/M program, must display a valid PA emissions inspection sticker with an exemption indicator. All Pennsylvania state inspection requirements are the sole responsibility of the Contractor. Specifications shall be industry standard with approved options, including alternative fuel where applicable and must meet the 2008 California Standards.

**5. Trim Levels.**

Vehicles supplied against the Contract will contain all of the standard equipment indicated for the trim level specified by the Contractor in the bid.

**6. Pick-up Site.**

The Contractor must have a site within the confines of the Commonwealth of Pennsylvania for participating Local Public Procurement Units to pick up their vehicle(s), rather than have the vehicle(s) delivered.

## **7. Monthly Purchase Reports.**

The Contractor shall furnish to the CWOPA monthly electronic reports no later than the fifteenth calendar day of the month for the previous month's purchasing activity. Failure to provide this information may result in termination of the Contract.

**Each report shall indicate name and address of the Contractor, Contract number, and period covered by the report. The following information shall be listed on the report for each order received.**

SAP Item No.  
Material Number  
CWOPA Agency  
Public Procurement Unit  
Make  
Model/Trim  
Additional Options (above specifications)  
Vehicle Cost (according to specifications)  
Delivery Charge  
Quantity  
Order Date  
Delivery Date

All such reports shall be created using a template provided by CWOPA. Final format and types of data requested will be agreed upon prior to Contract award. Reports shall be sent to:

Alfonzo J. Robinson, Commodity Specialist, [arobinson@state.pa.us](mailto:arobinson@state.pa.us),  
Pamela Shady, Director of Vehicle Management, [pshady@state.pa.us](mailto:pshady@state.pa.us)  
Kathy Lewis, Business Analyst, [kalewis@state.pa.us](mailto:kalewis@state.pa.us)  
[gs-pacostars@state.pa.us](mailto:gs-pacostars@state.pa.us)

## **8. Quarterly Business Review Meetings.**

CWOPA requires that the Contractor and Original Equipment Manufacturer (OEM) actively participate in Quarterly Business Review meetings with the CWOPA commodity manager and fleet manager to evaluate past performance, address any issues, discuss upcoming vehicle changes, identify additional cost savings opportunities, and report build-out dates.

## **9. Owner's Manuals.**

The Contractor(s) shall supply the Pennsylvania State Police Director of Transportation and DGS, Bureau of Vehicle Management, one (1) copy of the Manufacturer's Owner's Manual(s) for each model vehicle awarded. Each vehicle shall include a copy of the Manufacturer's Service and Warranty Policy with all warranty verification vouchers, certificates, and/or coupons.

## **10. Vehicle Model/Trim Discontinuation.**

When the Original Equipment Manufacturer(s) Discontinues a vehicle model/trim listed on the contract, the vehicle model/trim will be deleted from the Contract.

## **11. Vehicle Model/Trim Additions to Contract**

CWOPA reserves the right to add vehicle models/trims to the Contract any time during the term of the Contract. The Contractor Vehicle Price will be negotiated at the time the vehicle model/trim is added to the Contract.

Police & Specialty Vehicles  
Contract No. 2306-01

**Inquiries.**

Direct all questions to:

Alfonzo J. Robinson  
Department of General Services  
Bureau of Procurement  
555 Walnut Street, 6<sup>th</sup> Floor Forum Place,  
Harrisburg, PA. 17101-1914  
Telephone: 717-346-8181  
Fax: 717-783-6241  
Email: [arobinson@state.pa.us](mailto:arobinson@state.pa.us)



**FULLY EXECUTED**  
**Contract Number: 4400001567**  
Contract Effective Date: 12/12/2007  
Valid From: 11/01/2007 To: 08/31/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**  
**Name: Robinson Alfonzo**  
**Phone: 717-346-8181**  
**Fax: 717-783-6241**

Your SAP Vendor Number with us: 165683

**Supplier Name/Address:**  
HERTRICH FLEET SERVICES INC  
1427 BAY RD  
MILFORD DE 19963-6129 US

**Please Deliver To:**  
  
To be determined at the time of the Purchase Order unless specified below.

**Supplier Phone Number:** 800-698-9825  
**Supplier Fax Number:** 302-424-5286

**Contract Name:**  
Hierarchy Contract - Child Two

**Payment Terms**  
NET 30

Solicitation No.: 6100001883 Issuance Date: 10/12/2007  
Supplier Bid or Proposal No. (if applicable): 6500001821 Solicitation Submission Date: 10/23/2007

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
21	Dodge Magnum Police Vehicle <b>Item Text</b> Class 1, Type 5: Dodge Magnum Police Vehicle, in accordance with PCID-1104.	0.000	Each	21,371.00	1	0.00
22	Front Door Body Side Molding, Delete <b>Item Text</b> Front door body side molding, delete in accordance with PCID-1104.	0.000	Each	0.01	1	0.00
23	Full Wheel Cover <b>Item Text</b> Full wheel cover in accordance with PCID-1104.	0.000	Each	28.00	1	0.00
24	Black Driver's Side Spotlight	0.000	Each	184.00	1	0.00

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_





**FULLY EXECUTED**  
**Contract Number: 4400001567**  
 Contract Effective Date: 12/12/2007  
 Valid From: 11/01/2007 To: 08/31/2008

**Supplier Name:**  
 HERTRICH FLEET SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<b>Item Text</b> Black driver's side spotlight in accordance with PCID-1104.					
25	5.7 Liter Hemi Engine	0.000	Each	1,945.00	1	0.00
	<b>Item Text</b> 5.7 Liter Hemi Engine in accordance with PCID-1104.					
26	Power 8 Way Adjustable Seat	0.000	Each	350.00	1	0.00
	<b>Item Text</b> Power eight way adjustable seat in accordance with PCID-1104.					
27	Sunscreen Privacy Glass	0.000	Each	0.01	1	0.00
	<b>Item Text</b> Sunscreen privacy glass in accordance with PCID-1104, section 10, option 5.					
28	Setina Model 10-C Partition	0.000	Each	703.00	1	0.00
	<b>Item Text</b> Setina model 10-C partition, slider with expanded metal (side air bag curtain compatible), option 7.					
29	OEM Systems, Inc., Rear Window Screens	0.000	Each	596.00	1	0.00
	<b>Item Text</b> OEM Systems, Inc., rear window screens. (18 gauge punched steel screens installed on all five rear windows) in accordance with PCID-1104, section 10, option 8.					
30	Shop Manuals, Hard Copy	0.000	Each	185.00	1	0.00
31	Shop Manuals, CD-Rom	0.000	Each	161.00	1	0.00
43	Small 4WD SUV-Mercury Mariner Hybrid	0.000	Each	25,570.00	1	0.00
	<b>Item Text</b> 2008 Mercury Mariner Hybrid 4wd See Spec-Z					
45	Large SUV 4WD-Chevrolet Tahoe Hybrid	0.000	Each	45,001.00	1	0.00
	<b>Item Text</b> 2008 Chevrolet Tahoe Hybrid 4wd See Spec-Z-1					

**Information:**



**FULLY EXECUTED**  
**Contract Number: 4400001567**  
Contract Effective Date: 12/12/2007  
Valid From: 11/01/2007 To: 08/31/2008

**Supplier Name:**  
HERTRICH FLEET SERVICES INC

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
48	Chevy Express 10 Pass 3500 RWD LT 8 V5	0.000	Each	21,579.00	1	0.00
	<b>Item Text</b> 2008 Chevrolet Express 10 Passenger 3500 RWD LT 1WT with Special Equipment Option 8V5 and Extended Lenth Option CG33706. See Spec-1					
49	Chevy Silverado 1500 Ext Cab	0.000	Each	23,234.00	1	0.00
	<b>Item Text</b> 2008 Chevrolet Silverado 1500 Extended Cab 4WD Short Bed, LT with Trailer Tow Package. See Spec-2					
50	Kelly Blue Book Option	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

Supplier Contact Person: Michael Wright  
"CONTRACTOR ALLOWS COSTAR PARTICIPATION"  
No further information for this Contract

**Information:**



**FULLY EXECUTED**  
**Contract Number: 4400001568**  
Contract Effective Date: 12/12/2007  
Valid From: 11/01/2007 To: 08/31/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 302833

**Purchasing Agent**  
Name: Robinson Alfonzo  
Phone: 717-346-8181  
Fax: 717-783-6241

**Supplier Name/Address:**  
WESTGATE CHEVROLET INC  
dba APPLE CHEVROLET  
1200 loucks rd  
york PA 17404-2219 US

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 7178496527  
Supplier Fax Number: 717-848-3805

**Contract Name:**  
Hierarchy Contract - Child Three

**Payment Terms**  
NET 30

Solicitation No.: 6100001883

Issuance Date: 10/12/2007

Supplier Bid or Proposal No. (if applicable): 6500001815

Solicitation Submission Date: 10/23/2007

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
36	Chevrolet Malibu Hybrid <i>Item Text</i> 2008 Chevrolet Malibu Hybrid See Spec-B	0.000	Each	20,690.00	1	0.00
47	Chevy Express Cargo Van 250/2500 4WD <i>Item Text</i> 2008 Chevrolet Express Cargo Van 2500 4wd See Spec-BB	0.000	Each	25,248.00	1	0.00
48	Kelly Blue Book Option	0.000		0.00	1	0.00

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED**  
**Contract Number: 4400001568**  
Contract Effective Date: 12/12/2007  
Valid From: 11/01/2007 To: 08/31/2008

**Supplier Name:**  
WESTGATE CHEVROLET INC  
dba APPLE CHEVROLET

**General Requirements for all Items:**

**Header Text**

Supplier Information:

Contractor Contact Person: Scott Morrow

No further information for this Contract

**Information:**



**FULLY EXECUTED**  
**Contract Number: 4400001570**  
Contract Effective Date: 12/12/2007  
Valid From: 11/01/2007 To: 08/31/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**  
**Name: Robinson Alfonzo**  
**Phone: 717-346-8181**  
**Fax: 717-783-6241**

Your SAP Vendor Number with us: 177405

**Supplier Name/Address:**  
WARNOCK AUTOMOTIVE INC  
DBA WARNOCK FLEET  
175 STATE RTE 10  
EAST HANOVER NJ 07936-2104 US

**Please Deliver To:**  
  
To be determined at the time of the Purchase Order unless specified below.

**Supplier Phone Number:** 9734633068  
**Supplier Fax Number:** 9738842650

**Contract Name:**  
Hierarchy contract - Child Four

**Payment Terms**  
NET 30

Solicitation No.: 6100001883

Issuance Date: 10/12/2007

Supplier Bid or Proposal No. (if applicable): 6500001829

Solicitation Submission Date: 10/23/2007

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Ford Crown Victoria Police Interceptor <b>Item Text</b> Class 1, Type 1: 2008 Ford Crown Victoria Police Interceptor (3.27), marked in accordance with PCID-1104	0.000	Each	21,473.00	1	0.00
2	Ford Crown Victoria Police Un-marked <b>Item Text</b> Class 1, Type 1A: 2008 Ford Crown Victoria Police Interceptor (3.27), un-marked, in accordance with PCID-1104	0.000	Each	20,720.00	1	0.00
3	Fire Suppression System (60S) <b>Item Text</b> Fire Suppression System (60S), in accordance with PCID-1104, SECTION 5 5.16 SUBJECT TO AVAILABILITY FROM MANUFACTURER.	0.000	Each	2,836.00	1	0.00
4	Crown Base Lighting Package (65P)	0.000	Each	1,710.00	1	0.00

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED**  
**Contract Number: 4400001570**  
 Contract Effective Date: 12/12/2007  
 Valid From: 11/01/2007 To: 08/31/2008

**Supplier Name:**  
 WARNOCK AUTOMOTIVE INC  
 DBA WARNOCK FLEET

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<b>Item Text</b> Crown Base Lighting Package (65A) in accordance with PCID-1104.					
5	Shop Manuals, Hard Copy	0.000	Each	50.00	1	0.00
6	Shop Manuals, CD-Rom	0.000	Each	75.00	1	0.00
15	Dodge Charger Police Vehicle	0.000	Each	20,142.00	1	0.00
	<b>Item Text</b> Class 1, Type 4: 2008 Dodge Charger Police Vehicle in accordance with PCID-1104.					
16	Full Wheel Cover	0.000	Each	27.00	1	0.00
	<b>Item Text</b> Full wheel cover in accordance with PCID-1104, section 9, option #2.					
17	5.7 Liter Hemi Engine	0.000	Each	1,485.00	1	0.00
	<b>Item Text</b> 5.7 Liter Hemi Engine in accordance with PCID-1104, section 9, option #4.					
18	Power 8 Way Adjustable Seat	0.000	Each	339.00	1	0.00
	<b>Item Text</b> Power eight way adjustable seat in accordance with PCID-1104, section 9, 9.8					
19	Shop Manuals, Hard Copy	0.000	Each	295.00	1	0.00
20	Shop Manuals, CD-Rom	0.000	Each	70.00	1	0.00
39	Chrysler 300	0.000	Each	18,399.00	1	0.00
	<b>Item Text</b> 2008 Chrysler 300 See Spec-F					
40	Kelly Blue Book Option	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**  
 Supplier Contact Person: Nate Seely  
 'CONTRACTOR ALLOWS COSTAR PARTICIPATION'

**Information:**



**FULLY EXECUTED**  
**Contract Number: 4400001570**  
Contract Effective Date: 12/12/2007  
Valid From: 11/01/2007 To: 08/31/2008

**Supplier Name:**  
WARNOCK AUTOMOTIVE INC  
DBA WARNOCK FLEET

No further information for this Contract

**Information:**



**FULLY EXECUTED**  
**Contract Number: 4400001571**  
Contract Effective Date: 12/12/2007  
Valid From: 11/01/2007 To: 08/31/2008

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**  
**Name: Robinson Alfonzo**  
**Phone: 717-346-8181**  
**Fax: 717-783-6241**

Your SAP Vendor Number with us: 118086

**Supplier Name/Address:**  
HOFFMAN FORD SALES INC  
5200 JONESTOWN RD  
HARRISBURG PA 17112-2925 US

**Please Deliver To:**  
  
To be determined at  
the time of the Purchase Order  
unless specified below.

**Supplier Phone Number:** 7176571600  
**Supplier Fax Number:** 717-657-8329

**Contract Name:**  
Hierarchy Conctr - Child Five

**Payment Terms**  
NET 30

Solicitation No.: 6100001883

Issuance Date: 10/12/2007

Supplier Bid or Proposal No. (if applicable): 6500001882

Solicitation Submission Date: 10/23/2007

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
42	Small 4WD SUV-Ford Escape Hybrid <b>Item Text</b> 2008 Ford Escape 4wd Hybrid See Spec-Z	0.000	Each	24,183.00	1	0.00
43	Kelly Blue Book Option	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**  
Supplier Contact Person: Jerry Adams  
"CONTRACTOR ALLOWS COSTAR PARTICIPATION"  
No further information for this Contract

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_





**FULLY EXECUTED**  
**Contract Number: 4400001572**  
Contract Effective Date: 12/12/2007  
Valid From: 11/01/2007 To: 08/31/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**  
**Name: Robinson Alfonzo**  
**Phone: 717-346-8181**  
**Fax: 717-783-6241**

Your SAP Vendor Number with us: 308120

**Supplier Name/Address:**  
FORD national automart inc  
dba PLAZA FORD /MOTORS FLEET  
900 Highway 35  
Ocean NJ 07712-4549 US

**Please Deliver To:**  
  
To be determined at the time of the Purchase Order unless specified below.

**Supplier Phone Number:** 7325029925  
**Supplier Fax Number:** 7325029943

**Contract Name:**  
Hierarchy Contract - Child Six

**Payment Terms**  
NET 30

Solicitation No.: 6100001883 Issuance Date: 10/12/2007  
Supplier Bid or Proposal No. (if applicable): 6500001877 Solicitation Submission Date: 10/23/2007

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
40	Ford Taurus AWD <b>Item Text</b> 2008 Ford Taurus AWD See Spec-F	0.000	Each	19,213.00	1	0.00
44	Medium SUV4WD-Ford Explorer <b>Item Text</b> 2008 Ford Explorer 4wd See Spec-J	0.000	Each	19,982.25	1	0.00
45	Fleet Vehicle-Ford Fusion FWD <b>Item Text</b> 2008 Ford Fusion FWD See Spec-B	0.000	Each	13,061.00	1	0.00

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



**FULLY EXECUTED**  
**Contract Number: 4400001572**  
Contract Effective Date: 12/12/2007  
Valid From: 11/01/2007 To: 08/31/2008

**Supplier Name:**  
FORD national automart inc  
dba PLAZA FORD /MOTORS FLEET

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
46	Kelly Blue Book Options	0.000		0.00	1	0.00

**General Requirements for all Items:**

**Header Text**

Supplier Contact Person: Michelle Caso

"CONTRACTOR ALLOWS COSTAR PARTICIPATION"

No further information for this Contract

**Information:**



**FULLY EXECUTED - CHANGE 1**

**Contract Number: 4400001574**

Contract Change Effective Date: 02/01/2008

Valid From: 11/01/2007 To: 08/31/2008

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 188509

**Purchasing Agent**

Name: Robinson Alfonzo

Phone: 717-346-8181

Fax: 717-783-6241

**Supplier Name/Address:**

NORTHEAST AUTO OUTLET CORP  
NORTHEAST AUTO OUTLET INC  
3301 GRANT AVE  
PHILADELPHIA PA 19114-2629 US

Supplier Phone Number: 215-824-0800

**Please Deliver To:**

To be determined at the time of the Purchase Order unless specified below.

**Contract Name:**

Hierarch Contract - Child One

**Payment Terms**

NET 30

Solicitation No.: 6100001883

Issuance Date: 10/12/2007

Supplier Bid or Proposal No. (if applicable): 6500001811

Solicitation Submission Date: 10/23/2007

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
7	Chevrolet Impala (9C1) <i>Valid from 10/23/2007 to 12/31/9999</i> Price(Contract/Bid)	0.000	Each	17,782.00	1	0.00
<b>Item Text</b> Class 1, Type 2: Chevrolet Impala (9C1), in accordance with PCID-1104, sections 1 through 4 and Section 7. Field Changed: VALUE Old Value: 4316600.00 New Value: 3768000.00 Field Changed: VALUE Old Value: 2816600.00 New Value: 4316600.00						
8	Front Heavy Duty Bucket Seats	0.000	Each	0.01	1	0.00

**Information:**

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**FULLY EXECUTED - CHANGE 1****Contract Number: 4400001574**

Contract Change Effective Date: 02/01/2008

Valid From: 11/01/2007 To: 08/31/2008

**Supplier Name:**

NORTHEAST AUTO OUTLET CORP

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
	<i>Valid from 10/23/2007 to 12/31/9999</i>					
	Price(Contract/Bid)	0.01	USD 1 EA			
<b>Item Text</b>						
Front heavy duty cloth bucket seats with matching heavy duty rear cloth bench seat, in accordance with PCID-1104, section 7, 7.9						
Field Changed: VALUE						
Old Value: 4316600.00						
New Value: 3768000.00						
Field Changed: VALUE						
Old Value: 2816600.00						
New Value: 4316600.00						
-----						
9	Shop Manuals, Hard Copy	0.000	Each	95.00	1	0.00
	<i>Valid from 10/23/2007 to 12/31/9999</i>					
	Price(Contract/Bid)	95.00	USD 1 EA			
Field Changed: VALUE						
Old Value: 4316600.00						
New Value: 3768000.00						
Field Changed: VALUE						
Old Value: 2816600.00						
New Value: 4316600.00						
-----						
10	Shop Manuals, CD-Rom	0.000	Each	400.00	1	0.00
	<i>Valid from 10/23/2007 to 12/31/9999</i>					
	Price(Contract/Bid)	400.00	USD 1 EA			
Field Changed: VALUE						
Old Value: 4316600.00						
New Value: 3768000.00						
Field Changed: VALUE						
Old Value: 2816600.00						
New Value: 4316600.00						
-----						
11	Chevrolet Tahoe 2WD Police	0.000	Each	25,345.00	1	0.00
	<i>Valid from 10/23/2007 to 12/31/9999</i>					
	Price(Contract/Bid)	25,345.00	USD 1 EA			

**Information:**

**FULLY EXECUTED - CHANGE 1****Contract Number: 4400001574**

Contract Change Effective Date: 02/01/2008

Valid From: 11/01/2007 To: 08/31/2008

**Supplier Name:**

NORTHEAST AUTO OUTLET CORP

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
<b>Item Text</b>						
Class 1, Type 3: Chevrolet Tahoe 2WD Police Rated, in accordance with PCID-1104, sections 1 through 4 and section 8.						
Field Changed: VALUE						
Old Value: 4316600.00						
New Value: 3768000.00						
Field Changed: VALUE						
Old Value: 2816600.00						
New Value: 4316600.00						
-----						
12	Differential, Locking, Heavy Duty Rear	0.000	Each	236.00	1	0.00
Valid from 10/23/2007 to 12/31/9999						
Price(Contract/Bid) 236.00 USD 1 EA						
<b>Item Text</b>						
Differential, locking, heavy duty, rear, per PCID-1104, section 8, 8.11						
Field Changed: VALUE						
Old Value: 2816600.00						
New Value: 4316600.00						
Field Changed: VALUE						
Old Value: 4316600.00						
New Value: 3768000.00						
-----						
13	Shop Manuals, Hard Copy	0.000	Each	95.00	1	0.00
Valid from 10/23/2007 to 12/31/9999						
Price(Contract/Bid) 95.00 USD 1 EA						
Field Changed: VALUE						
Old Value: 2816600.00						
New Value: 4316600.00						
Field Changed: VALUE						
Old Value: 4316600.00						
New Value: 3768000.00						
-----						
14	Manuals, CD-Rom	0.000	Each	400.00	1	0.00
Valid from 10/23/2007 to 12/31/9999						
Price(Contract/Bid) 400.00 USD 1 EA						
Field Changed: VALUE						
Old Value: 2816600.00						
New Value: 4316600.00						
Field Changed: VALUE						
Old Value: 4316600.00						
New Value: 3768000.00						
-----						

**Information:**

**FULLY EXECUTED - CHANGE 1****Contract Number: 4400001574**

Contract Change Effective Date: 02/01/2008

Valid From: 11/01/2007 To: 08/31/2008

**Supplier Name:**

NORTHEAST AUTO OUTLET CORP

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
32	Volkswagon Jetta <i>Valid from 12/03/2007 to 12/31/9999</i> Price(Contract/Bid)	0.000	Each	18,548.00	1	0.00
<b>Item Text</b>						
2008 Volkswagon Jetta						
Field Changed: VALUE						
Old Value: 4316600.00						
New Value: 3768000.00						
Field Changed: VALUE						
Old Value: 2816600.00						
New Value: 4316600.00						
-----						
34	Chrysler Sebring Sedan V6, E85 Compatibl	0.000	Each	0.00	1	0.00
<b>Item Text</b>						
2008 Chrysler Sebring Sedan, V6 engine, E-85 fuel compatible model.						
See Spec-AA						
Field Changed: VALUE						
Old Value: 2816600.00						
New Value: 4316600.00						
Field Changed: VALUE						
Old Value: 4316600.00						
New Value: 3768000.00						
Field Changed: PRICE						
Old Value: 14083.00						
New Value: 0.00						
*** Item Inactive (deleted) ***						
-----						
35	Fleet Vehicle-Pontiac G6 <i>Valid from 10/23/2007 to 12/31/9999</i> Price(Contract/Bid)	0.000	Each	15,688.00	1	0.00
<b>Item Text</b>						
2008 Pontiac G-6 Fleet Vehicle						
See Spec-AA						
Field Changed: VALUE						
Old Value: 4316600.00						
New Value: 3768000.00						
Field Changed: VALUE						
Old Value: 2816600.00						
New Value: 4316600.00						
-----						

**Information:**



**FULLY EXECUTED - CHANGE 1**

**Contract Number: 4400001574**

Contract Change Effective Date: 02/01/2008

Valid From: 11/01/2007 To: 08/31/2008

**Supplier Name:**

NORTHEAST AUTO OUTLET CORP

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
37	Toyota Camry	0.000	Each	20,154.00	1	0.00
	<i>Valid from 10/23/2007 to 12/31/9999</i>					
	Price(Contract/Bid)	20,154.00	USD	1	EA	

**Item Text**

2008 Toyota Camry  
 See Spec-AA  
 Field Changed: VALUE  
 Old Value: 4316600.00  
 New Value: 3768000.00  
 Field Changed: VALUE  
 Old Value: 2816600.00  
 New Value: 4316600.00

---

46	Chevy Express Cargo Van 150/1500 AWD	0.000	Each	19,812.00	1	0.00
	<i>Valid from 10/23/2007 to 12/31/9999</i>					
	Price(Contract/Bid)	19,812.00	USD	1	EA	

**Item Text**

2008 Chevrolet Express Cargo Van 1500 AWD  
 See Spec-3  
 Field Changed: VALUE  
 Old Value: 4316600.00  
 New Value: 3768000.00  
 Field Changed: VALUE  
 Old Value: 2816600.00  
 New Value: 4316600.00

---

47	Kelly Blue Book Option	0.000		0.00	1	0.00
						Field Changed: VALUE
						Old Value: 100000.00
						New Value: 200000.00

**General Requirements for all Items:**

**Header Text**

Supplier Contact Person: Jim Piccoli  
 "CONTRACTOR ALLOWS COSTAR PARTICIPATION"  
 No further information for this Contract

**Information:**



**COMMONWEALTH OF PENNSYLVANIA**  
**PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)**

PCID NO. 1104  
Effective 25 September 2007

Police Pursuit Vehicles  
(Supersedes PCID 1104 eff. 5 October 2006)

**1.0 SCOPE:** This specification intends to describe minimum requirements for police pursuit vehicles engineered and certified by the manufacturer for high speed and severe duty law enforcement use. These vehicles shall comply with all applicable Federal and Commonwealth of Pennsylvania safety requirements as well as regulations of the Pennsylvania Motor Vehicle Code.

**2.0 CLASSIFICATION:** The following vehicles are included in this PCID:

- Class 1, Type 1: Ford Crown Victoria Police Interceptor, marked patrol.
- Class 1, Type 1A: Ford Crown Victoria Police Interceptor, unmarked patrol.
- Class 1, Type 2: Chevrolet Impala with 9C1 package.
- Class 1, Type 3: Chevrolet Tahoe PPV Police Package(2WD).
- Class 1, Type 4: Dodge Charger Police Vehicle
- Class 1, Type 5: Dodge Magnum Police Vehicle

**3.0 GENERAL REQUIREMENTS:**

3.1 Manufacturer's standard solid exterior colors with standard interior trim shall be selected after the award is made unless otherwise indicated in the proposal.

3.2 Tire size and type shall be original equipment brand with appropriate speed rating for pursuit use, or as indicated in the proposal or specification sheet.

3.3 All vehicles shall be new and of the model year indicated in the proposal.

3.4 All vehicles shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the contractor. Vehicles shall include all heavy duty or higher than standard capacity items. The term "heavy duty" shall mean that items marked "HD" shall exceed the usual items supplied with standard production vehicles and specifically designed for police pursuit vehicles to withstand severe service. All components on these vehicles not specifically listed in these specifications that are normally furnished with the police package shall be included unless it conflicts with the specifications.

3.5 All vehicles shall have a valid PA state inspection sticker and a valid PA emissions inspections sticker (for all vehicles subject under the PA I/M Program). NOTE: New or current model year vehicles with less than 5,000 miles, subject to the PA I/M program, must display a valid PA emissions inspection sticker with an exemption indicator. All Pennsylvania state inspection requirements are the sole responsibility of the contractor.



3.6 The manufacturers recommended pre-delivery service shall be completed on all vehicles prior to delivery to the using agency.

3.7 All vehicles shall be cleaned, lubricated, serviced, gas tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical components fully functional and operational, and the vehicle will be “road ready” for immediate use. For Pa. State Police (PSP) purchased vehicles, the hub caps/wheel covers shall not be installed but shall be shipped loose in the trunk of the vehicle.

**NOTE:** Dealer should not remove the manufacturer’s MSRP (Monroney) sticker and/or dealer sticker price prior to delivery. Stickers should be affixed to an interior surface of the vehicle window and legible from outside of the vehicle. Stickers shall be easily removable without any permanent marking left on the glass.

3.8 All vehicles shall have permanent antifreeze in each vehicle to protect it at a level of -35°F.

3.9 All vehicles shall be free from all dealer signs/emblems/license plate frames or logos.

3.10 All vehicles shall include a copy of the owner’s manual, manufacturer’s warranty and service policy with all warranty vouchers, certificates, and applicable warranty documents.

3.11 Each vehicle shall include the proper forms to apply for Pennsylvania title and license including the original manufacturer's Statement of Origin signed by the dealer/contractor and notarized in both the “assignment” and “odometer disclosure” sections. All title papers shall be properly executed and include PennDOT Form MV-1, Application for Title, with blocks A, B, C, and I completed, which shall indicate the owner name and address as follows: **Pennsylvania Department of General Services, 2221 Forster Street, Harrisburg, Pa 17125** (for CWOPA agencies). COSTAR’s customers shall indicate titling information on the purchase order.

3.12 At the time of vehicle delivery, the successful contractor shall furnish an original and three copies of the invoice, including contractor’s federal tax identification number, vehicle identification number, the key number, vehicle color and color code, Commonwealth purchase order and item number and ordering agency name and address.

3.13 Vehicles purchased from this contract may be serviced at any manufacturer’s designated dealership.

3.14 The PSP Transportation Division or other ordering agency will inspect all vehicles prior to acceptance. The invoice will not be processed for payment until the vehicle is inspected and any deficiencies, if found, are corrected. It will be the responsibility of the delivering dealer to remove any vehicle rejected within two (2) working days after notification, and return the vehicle upon correction of deficiencies. Date in service will be the date the vehicle is placed into service by the Commonwealth, not the date of delivery. Any applications to facilitate delayed warranty start are to be completed and provided by the vendor. It is the vendor’s responsibility to ensure delayed warranty start is registered with the manufacturer.

3.15 The Commonwealth disclaims any liability for damage to vehicles not unconditionally accepted by the Commonwealth.

3.16 Unless otherwise indicated, all items requested in this specification which are listed in the manufacturer's specification book as standard or optional equipment shall be factory installed and operative. Vehicles delivered to the Commonwealth in a condition considered to be below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels with any leaks corrected, mechanical operation of the vehicle, and all electrical components operational. Allied equipment specified to be furnished and installed which is not available through the vehicle manufacturer shall conform to the best quality standards known to that particular industry, with respect to both product and installation.

3.17 All vehicle deliveries shall be FOB destination and coordinated through the PSP Transportation Division, unless otherwise specified on the purchase order. Vendors shall call (717) 783-7432 to schedule delivery at least 48 hours in advance. The Director, PSP Transportation Division shall determine the rate and frequency of the fleet order, in relationship with the total quantity ordered. On large vehicle orders, the acceptance rate by the PSP is typically in the range of twenty five to thirty five vehicles per week. This information is provided for estimating purposes only and is not a guarantee of a specific delivery rate.

3.18 Vehicle Delivery: A vehicle may not be driven more than 400 miles from the awarded vendor's place of business to the PSP Transportation Division. Delivery beyond a 400 mile radius shall be made by car transport (no exception).

3.19 Overall performance, including acceleration requirements, shall be in accordance with the Police Patrol Vehicle Evaluation and Purchasing Program conducted by the State of Michigan, Department of State Police, and Department of Management and Budget. Performance requirements will be based on like models, as tested.

3.20 The Commonwealth of Pennsylvania reserves the right to test and reject any vehicle that does not conform to these specifications.

3.21 Pa State Police Only - Prior to the initial delivery of patrol vehicles, the delivering contractor shall schedule a pilot model inspection to determine compliance with the bid specification. The inspection shall take place at the Pennsylvania State Police Transportation Division unless otherwise specified in the purchase order. The inspection may take place at the point of assembly if requested by the Director, PSP Transportation Division. In the event the pilot inspection does take place at the factory, all lodging and transportation costs for PSP personnel are the responsibility of the PSP. The delivering dealer shall also be responsible for providing two additional owners manuals for each type of vehicle ordered to the Pa State Police.

#### **4.0 REQUIRED EQUIPMENT SECTION:**

The following items shall be supplied on all vehicles as **Minimum** required equipment, unless otherwise superceded in the request for proposals or invitation for bids.

4.1 Air conditioning integral with the heater and defrosters.

- 4.2 Dual electric intermittent windshield wipers with washer and antifreeze solvent.
- 4.3 Unless otherwise indicated in this specification, each vehicle shall be equipped with front and rear license plate holders with the required number of license plate screws installed on each holder.
- 4.4 Heavy duty power brakes with antilock system. If traction assist is standard, it shall be deleted unless otherwise indicated in this specification.
- 4.5 Control modules: Vehicle shall not employ any electronic control modules that radiate frequency energy or provide interference in the 150 MHz to 174 MHz band or the 800 MHz spectrum. After delivery, a 100 watt radio operating in the 150 to 174 MHz band or a 40 watt radio operating in the 800 MHz spectrum will be installed by the ordering agency. Vehicle performance shall not be degraded by any RF field produced by this on board radio.
- 4.6 Vehicles shall have the maximum size cooling system available incorporating a factory installed coolant recovery system.
- 4.7 Cigar lighter or power port located on instrument panel and wired independent of ignition system.
- 4.8 Full heavy duty rubber or vinyl floor covering, front and rear.
- 4.9 Tinted glass, all windows.
- 4.10 Single key system for ignition and all locks. Four (4) keys shall be provided with each vehicle. Vehicles shall be keyed differently to the extent of combinations.
- 4.11 Standard dome light that does not operate when the doors are opened, glove compartment and trunk lights. Trunk compartment light to be controlled by mercury switch. Vehicles to be equipped with an independently wired 21 candlepower (minimum) auxiliary dome lamp mounted 6" to 10" from the windshield. Final location to be per the manufacturer's recommendation for the model bid.
- 4.12 Power windows and door locks.
- 4.13 Interior rear door handles shall be inoperative.
- 4.14 Transmission oil, engine oil and power steering fluid coolers are required.
- 4.15 Manual day/night rear view mirror. Dual power mirrors.
- 4.16 AM-FM radio.
- 4.17 Factory installed rear window defroster.
- 4.18 Speedometer will be calibrated and accurate within two (2) miles per hour at speeds between 10 to 100 miles per hour. Highest top speed indicator available from the manufacturer. Calibration to be certified by fifth wheel or dynamometer method at the aforementioned miles per hour range. A certificate of accuracy

from a licensed Pennsylvania official speedometer testing station must accompany each unit. Certificate shall be dated no earlier than five (5) days before delivery to the ordering Commonwealth agency (ten (10) days before delivery for COSTARs orders). Units with a tolerance greater than two (2) mph at the specified speed range will not be accepted. Analog speedometers not to have face markings greater than two miles per hour.

4.19 Power steering engineered for high speed, severe duty law enforcement use. Tilt steering wheel.

4.20 Heavy duty suspension designed for high speed, severe duty law enforcement use, to include heavy duty springs, shock absorbers and stabilizer bars front and rear. Suspension to be equipped with grease zerck fittings at any location requiring chassis lubrication.

4.21 Vehicle to be equipped with driver, front passenger, and side impact air bag systems.

4.22 On PSP purchased vehicle, a siren control switch, single pole, normally open, momentary foot switch shall be installed on the floor in the approximate location of the old headlight dimmer switch. The switch, when depressed, shall create a closed circuit and upon release will automatically return to an open circuit. Neither contact of the switch shall be chassis grounded. Both contacts shall have an 18 gauge stranded wire attached that will be routed to the vehicle passenger side. Each wire to have a minimum 36" length coiled and placed on the kick plate under the floor mat of the passenger side. The ordering agency will connect these wires to the electronic siren control.

**5.0 TYPE 1, CLASS 1: FORD CROWN VICTORIA POLICE INTERCEPTOR MODEL, MARKED PATROL.** (Vehicle not to be equipped with street appearance package.)

5.1 Trim or decorative molding shall not be installed on front doors or rear deck lid. Molding to be shipped loose on rear seat.

5.2 Front right and left side armrests.

5.3 200 amp transistorized regulator alternator. Minimum curb idle output of 132 amps at the manufacturer's recommended idle speed. Heavy duty design capable of surviving patrol car operation.

5.4 Front seat ashtray mounted on instrument panel.

5.5 750 CCA maintenance free battery.

5.6 4.6 liter overhead cam V-8 with sequential multi-port fuel injection. Highest available output. 3.27 rear axle ratio.

5.7 Electric remote control trunk release. Release to operate with ignition in the "on" position or when the engine is running.

5.8 Bonding straps to reduce radio interference.

5.9 Heavy duty front cloth bucket seats with vinyl rear bench seat.

5.10 Pillar mounted spotlight, left side.

5.11 P235/55R-17-98W steel belted radial blackwall, all season tread, all positions including spare, mounted on 17” steel wheels with hub caps. Tires shall be certified high speed police radial. Tires are not to be marked “patrol” or “police special” or similar police specific markings or designators..

5.12 Full trunk mat.

OPTION #1: Limited slip rear axle.

OPTION #2: Trunk pack, option 14T.

OPTION #3: Fire suppression system, option 60S.

OPTION #4: Dual pillar mounted spotlights, option 51Y.

OPTION #5: OEM Service Manuals, CD-ROM. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be on CD-ROM format.

OPTION #6: OEM Service Manuals, Hardcover. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be hardcover manuals.

OPTION #7: Ford warranted - BASE POLICE PREP PACKAGE  
Option Code 65A

Includes the following:

(2) front and (2) rear Strobe Bulbs, installed in front marker light and taillight lenses.  
Alternating Headlight Flasher (Wig-Wag Module)

Wiring Harness includes the following items:

- 6 Strobe light Cables shielded and grounded, pre-run to the front marker lights, taillight lenses and front grille. Industry-standard configuration for addition of customer-supplied aftermarket strobe power supplies
- 2 grille Strobe light Connectors for plug-and-play lights
- glove Compartment Power distribution Center fused in engine compartment. 5 power and ground wires for customer use. 5 fuses:
  - 2 battery- and 3 ignition-powered
- Trunk Power distribution Center fused in engine compartment. 4 power and ground wires for customer use. 4 fuses: 2 battery- and 2 ignition-powered
- 50-amp Battery Circuit and ground accessible at console only
- 50-amp Battery Circuit and ground accessible at console; shared circuit with trunk pigtail harness
- 50-amp Battery Circuit and ground accessible at console or trunk, for radio communications

2 extra Wires pre-run to the front of the vehicle, accessible at console or trunk

Horn/Siren relay Circuit accessible at console or trunk

4 extra Wires pre-run from the engine compartment to console

4 extra Wires pre-run from console to trunk

Trunk Pigtail Harness includes the following:

Two 50-amp Battery Circuits and grounds accessible in trunk only

50-amp Battery Circuit shares a circuit with console harness

30-amp Ignition Circuit and ground accessible in trunk only

2 Siren/Speaker Wires pre-run to front of vehicle

State requests that in addition to 65A Base Package vehicles shall also include the installation from Crown North America the following components:

- a) Federal Signal SPS – 6J strobe power unit – (6) outlets with front shutdown
- b) Rear deck light kit including two high intensity flashing LED lights with matching interior color housings
- c) Inner Edge (2) Light Linear LED red/blue with (2) MR8 takedowns
- d) (3) Carling switches

Bidding dealers can contact Crown North America for additional component pricing at 866-402-6838 ext 111 or 102

**6.0 TYPE 1, CLASS 1A: FORD CROWN VICTORIA POLICE INTERCEPTOR MODEL, UNMARKED PATROL.** (Vehicle to be equipped with the street appearance package.)

- 6.1 To be equipped with factory installed body side molding.
- 6.2 Front and left side armrests.
- 6.3 200 amp transistorized regulator alternator. Minimum curb idle output of 132 amps at the manufacturer’s recommended idle speed. Heavy duty design capable of surviving patrol car operation.
- 6.4 Front seat ashtray mounted on instrument panel.
- 6.5 750 CCA maintenance free battery.
- 6.6 4.6 liter overhead cam V-8 with sequential multi-port fuel injection. Highest available output.
- 6.7 Electric remote control trunk release. Release to operate with ignition in the “on” position or when the engine is running.
- 6.8 Bonding straps to reduce radio interference.
- 6.9 License plate bracket rear only. Front license plate bracket not to be installed.

6.10 P235/55R-17-98W steel belted radial blackwall, all season tread, all positions including spare, mounted on 17” steel wheels with full wheel covers. Tires shall be certified high speed police radial. Tires are not to be marked “patrol” or “police special” or similar police markings or designators.

6.11 Full trunk mat.

6.12 Bucket front and bench rear with heavy duty cloth

OPTION #1: Limited slip rear axle

OPTION #2: Trunk pack, option 14T

OPTION #3: Fire suppression system, option 60S

OPTION #4: OEM Service Manuals, CD-ROM. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be on CD-ROM format.

OPTION #5: OEM Service Manuals, Hardcover. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be hardcover manuals.

OPTION #6: Ford warranted - BASE POLICE PREP PACKAGE  
Option Code 65A

Includes the following:

(2) front and (2) rear Strobe Bulbs, installed in front marker light and taillight lenses.

Alternating Headlight Flasher (Wig-Wag Module)

Wiring Harness includes the following items:

- 6 Strobe light Cables shielded and grounded, pre-run to the front marker lights, taillight lenses and front grille. Industry-standard configuration for addition of customer-supplied aftermarket strobe power supplies

- 2 grille Strobe light Connectors for plug-and-play lights

- glove Compartment Power distribution Center fused in engine compartment. 5 power and ground wires for customer use. 5 fuses:

- 2 battery- and 3 ignition-powered

- Trunk Power distribution Center fused in engine compartment. 4 power and ground wires for customer use. 4 fuses: 2 battery- and 2 ignition-powered

- 50-amp Battery Circuit and ground accessible at console only

- 50-amp Battery Circuit and ground accessible at console; shared circuit with trunk pigtail harness

- 50-amp Battery Circuit and ground accessible at console or trunk, for radio communications

- 2 extra Wires pre-run to the front of the vehicle, accessible at console or trunk

- Horn/Siren relay Circuit accessible at console or trunk

4 extra Wires pre-run from the engine compartment to console

4 extra Wires pre-run from console to trunk

Trunk Pigtail Harness includes the following:

Two 50-amp Battery Circuits and grounds accessible in trunk only

50-amp Battery Circuit shares a circuit with console harness

30-amp Ignition Circuit and ground accessible in trunk only

2 Siren/Speaker Wires pre-run to front of vehicle

State requests that in addition to 65A Base Package vehicles shall also include the installation from Crown North America the following components:

- a) Federal Signal SPS – 6J strobe power unit – (6) outlets with front shutdown
- b) Rear deck light kit including two high intensity flashing LED lights with matching interior color housings
- c) Inner Edge (2) Light Linear LED red/blue with (2) MR8 takedowns
- d) (3) Carling switches

Bidding dealers can contact Crown North America for additional component pricing at 866-402-6838 ext 111 or 102

**7.0 CLASS 1, TYPE 2: CHEVROLET IMPALA FOUR DOOR SEDAN, WITH 9C1 PACKAGE.**

7.1 150 amp transistorized alternator. Heavy duty design capable of surviving patrol car operation.

7.2 750 CCA 12 volt maintenance free battery.

7.3 3.9 liter Vortec V-6.

7.4 Rear license plate bracket installed. Front license plate bracket shipped loose in the trunk, not to be installed.

7.5 Electric remote control trunk release. Release to operate only with ignition in the “on” position or when the engine is running.

7.6 Front heavy duty cloth bucket seats with vinyl rear seat.

7.7 P225/60R16 steel belted radial blackwall, all season tread, mounted on heavy duty 16” steel wheels with bolt on center cap wheel covers. All tires to carry “H” speed rating. Spare tire shall be space saver type.

OPTION #1: Front heavy duty cloth bucket seats with matching heavy duty rear cloth bench.

OPTION #2: Drivers side pillar mounted spotlight.

OPTION #3: Dual pillar mounted spotlight.

OPTION #4: Auxiliary equipment tray, 11”, #K012-11.



OPTION #5: OEM Service Manuals, CD-ROM. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be on CD-ROM format.

OPTION #6: OEM Service Manuals, Hardcover. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be hardcover manuals.

**8.0 CLASS 1, TYPE 3: CHEVROLET TAHOE POLICE MODEL, FOUR DOOR, TWO WHEEL DRIVE WITH PPV OPTION.**

8.1 160 amp transistorized regulator alternator. Heavy duty design capable of surviving patrol car environment.

8.2 5.3 liter Vortec V-8.

8.3 Setina #12, or approved equal, cargo barrier behind rear bench seat, side curtain airbag compatible.

8.4 Dual battery system.

8.5 Delete body side molding.

8.6 Front heavy duty cloth bucket seats with vinyl rear bench.

8.7 Driver side pillar mounted spotlight.

8.8 P265/60R17 steel belted radial blackwall, all season tread, all positions including spare, mounted on heavy duty 17" steel wheels with bolt on center cap wheel covers. All tires to be a minimum "H" speed rating.

8.9 Full rear cargo mat, heavy duty rubber or vinyl.

8.10 Deep tint privacy glass, passenger doors and rear compartment glass.

OPTION #1: Differential, locking, heavy duty, rear.

OPTION #2: OEM Service Manuals, CD-ROM. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be on CD-ROM format.

OPTION #3: OEM Service Manuals, Hardcover. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be hardcover manuals.

**9.0 CLASS 1, TYPE 4, DODGE CHARGER POLICE VEHICLE.** (equipped with electronic stability program & traction control as standard features which are not to be deleted)

- 9.1 160 amp alternator
- 9.2 800 CCA battery
- 9.3 3.5 liter high output V6 engine
- 9.4 Front and rear license plate bracket
- 9.5 Vinyl rear seat and vinyl floor covering
- 9.6 Independently switched white and LED red dome lamp
- 9.7 P225/60R18V rated all season performance tires. Space saver spare. Mounted on 18” wheels with center caps. Tires shall be certified high speed radials. Tires are not to be marked “patrol”, “police special” or similar police specific indicators.
- 9.8 Electric trunk release.

OPTION #1: Front door body side molding, delete.

OPTION #2: Full wheel covers

OPTION #3: Black driver’s side spotlight

OPTION #4: 5.7 Liter Hemi engine

OPTION #5: Power eight way adjustable seat

OPTION #6: OEM Service Manuals, CD-ROM. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be on CD-ROM format.

OPTION #7: OEM Service Manuals, Hardcover. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be hardcover manuals.

**10. CLASS 1, TYPE 5, DODGE MAGNUM POLICE VEHICLE.** ( Equipped with electronic stability program & traction control as standard features which are not to be deleted.)

- 10.1 160 amp alternator
- 10.2 800 CCA battery

10.3 3.5 liter high output V6 engine

10.4 Front and rear license plate bracket

10.5 Vinyl rear seat and vinyl floor covering

10.6 Independently switched white and LED red dome lamp

10.7 P225/60R18V rated all season performance tires. Space saver spare. Mounted on 18” wheels with center caps. Tires shall be certified high speed radials. Tires are not to be marked “patrol”, “police special” or similar police specific indicator.

OPTION #1: Front door body side molding, delete.

OPTION #2: Full wheel covers

OPTION #3: Black driver’s side spotlight

OPTION #4: 5.7 Liter Hemi engine

OPTION #5: Power eight way adjustable seat

OPTION #6: Sunscreen privacy glass

OPTION #7: Setina model 10-C partition, slider with expanded metal (side air bag curtain compatible)

OPTION #8: Rear window screens. 14 gauge steel, diamond shaped CNC perforations to maximize driver visibility, black powder coated screens installed on all five rear windows. All sharp edges to be eliminated.

OPTION #9: OEM Service Manuals, CD-ROM. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be on CD-ROM format.

OPTION #10: OEM Service Manuals, Hardcover. A complete set of chassis OEM service manuals shall be provided, which shall include electrical, emissions and service. The chassis service manuals shall be hardcover manuals.

Quality Assurance Specialist: Gerald Grecek, CPPB

Quality Assurance Supervisor: Craig Wolford, CPPB      Quality Assurance Manager: Paul Wolf, C.P.M., CPPB

Vehicle Minimum Specifications (2306-01)

<p><b>Mid Size- Fleet Vehicle</b></p> <p><b>This spec also covers Mid Size Hybrid Vehicles.</b></p> <p><b>All Vehicles delivered with Manufacturers OEM Equipment only - No Aftermarket Options.</b></p>	<p>AIR BAGS DRIVER &amp; PASSENGER</p> <p>ANTI-LOCK BRAKES</p> <p>AUTOMATIC TRANSMISSION</p> <p>CUP HOLDER</p> <p>ENGINE – four (4) Cylinder <b><u>(Volkswagon Jetta Five (5) cylinder)</u></b></p> <p>FOUR (4) DOOR SEDAN WITH FRONT WHEEL DRIVE</p> <p>FLOOR MATS - ALL SEATING POSITIONS</p> <p>FRONT AIR CONDITIONING</p> <p>MOUNTING LICENSE PLATE BRACKET FRONT AND REAR (Manufacturer's Standard Offering)</p> <p>POWER BRAKES</p> <p>POWER STEERING</p> <p>POWER DOOR LOCKS</p> <p>POWER WINDOWS</p> <p>RADIO (Manufacturer's Standard Offering)</p> <p>REAR WINDOW DEFROSTER</p> <p>SEATS (Manufacturer's Standard Offering)</p> <p>MINI SPARE TIRE</p> <p>SPEED CONTROL</p> <p>TILT WHEEL STEERING</p> <p>TIRES - MANUFACTURER STANDARD SIZE STEEL BELTED RADIAL ALL SEASON</p>
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Vehicle Minimum Specifications (2306-01)

<p><b>Large Sedan - Executive Vehicle</b></p> <p><b>All Vehicles delivered with Manufacturers OEM Equipment only - No Aftermarket Options.</b></p> <p><b>This spec also covers All Wheel Drive Large Sedans</b></p>	<p>AIR BAGS DRIVER &amp; PASSENGER</p> <p>ANTI LOCK BRAKES</p> <p>AUTOMATIC TRANSMISSION</p> <p>CUP HOLDERS (1)</p> <p>ENGINE – SIX (6) CYLINDER</p> <p>FOUR (4) DOOR SEDAN</p> <p>FLOOR MATS - ALL SEATING POSITIONS</p> <p>FRONT AIR CONDITIONING</p> <p>POWER BRAKES</p> <p>POWER DOOR LOCKS</p> <p>POWER OUTLETS</p> <p>POWER SEATS</p> <p>POWER STEERING</p> <p>POWER WINDOWS</p> <p>MOUNTING LICENSE PLATE BRACKET FRONT AND REAR (Manufacturer's Standard Offering)</p> <p>RADIO AM/FM STEREO W/CD</p> <p>REAR WINDOW DEFROSTER</p> <p>REMOTE KEYLESS ENTRY</p> <p>SEATS (Manufacturer's Standard Offering)</p> <p>MINI SPARE TIRE</p> <p>SPEED CONTROL</p> <p>TILT WHEEL STEERING</p> <p>TIRES - MANUFACTURER STANDARD SIZE STEEL BELTED RADIAL ALL SEASON</p>
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Vehicle Minimum Specifications (2306-01)

<p><b>Medium SUV 4WD - Standard Vehicle</b></p> <p><b>All Vehicles delivered with Manufacturers OEM Equipment only - No Aftermarket Options.</b></p>	<p>AIR BAGS DRIVER &amp; PASSENGER            ANTI-LOCK BRAKES            AUTOMATIC TRANSMISSION            ENGINE – SIX (6) CYLINDER            FRONT AIR CONDITIONING            FRONT CUP HOLDER (1)            FLOOR MATS - ALL SEATING POSITIONS            MOUNTING LICENSE PLATE BRACKET FRONT AND REAR (Manufacturer's Standard Offering)            POWER BRAKES            POWER DOOR LOCKS            POWER STEERING            POWER WINDOWS            RADIO (Manufacturer's standard offering)            REAR WINDOW DEFROSTER            REAR WINDOW WIPER/WASHER            SEATS (Manufacturer's Standard Offering)            MINI SPARE TIRE            SPEED CONTROL            TILT WHEEL STEERING            TIRES – MANUFACTURE'S STANDARD SIZE STEEL BELTED RADIAL ALL SEASON</p>
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Vehicle Minimum Specifications (2306-01)

<p><b>Small SUV 4WD Hybrid</b></p> <p><b>All Vehicles delivered with Manufacturers OEM Equipment only - No Aftermarket Options.</b></p>	<p>AIR BAGS DRIVER &amp; PASSENGER            ANTI LOCK BRAKES            AUTOMATIC TRANSMISSION            CUP HOLDERS (1)            ENGINE – FOUR (4) CYLINDERS            FLOOR MATS - ALL SEATING POSITIONS            FRONT AIR CONDITIONING            FRONT CUP HOLDER (1)            MOUNTING LICENSE PLATE BRACKET FRONT AND REAR (Manufacturer's            Standard Offering)            POWER BRAKES            POWER DOOR LOCKS            POWER STEERING            POWER WINDOWS            RADIO (Manufacturer's standard offering)            REAR WINDOW DEFROSTER            REAR WINDOW WIPER/WASHER            SEATS (Manufacturer's Standard Offering)            MINI SPARE TIRE            SPEED CONTROL            TILT WHEEL STEERING            TIRES – MANUFACTURE'S STANDARD SIZE STEEL BELTED RADIAL ALL            SEASON</p>
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Vehicle Minimum Specifications (2306-01)

<p><b>Large SUV 4WD Hybrid</b></p> <p><b>All Vehicles delivered with Manufacturers OEM Equipment only - No Aftermarket Options.</b></p>	<p>AIR BAGS DRIVER &amp; PASSENGER            ANTI-LOCK BRAKES            AUTOMATIC TRANSMISSION            ENGINE – SIX (6) CYLINDER            FRONT AIR CONDITIONING            FRONT CUP HOLDER (1)            MOUNTING LICENSE PLATE BRACKET FRONT AND REAR (Manufacturer's Standard Offering)            POWER BRAKES            POWER DOOR LOCKS            POWER STEERING            POWER WINDOWS            RADIO (Manufacturer's standard offering)            REAR WINDOW DEFROSTER            REAR WINDOW WIPER/WASHER            SEATS (Manufacturer's Standard Offering)            MINI SPARE TIRE            TIRES – (Manufacturer's Standard Size Steel Belted Radial All Season)</p>
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Vehicle Minimum Specifications (2306-01)

<p><b>Pontiac G-6</b>  <b>Toyota Regular Camry LE</b></p> <p><b>All Vehicles delivered with  Manufacturers OEM Equipment only -  No Aftermarket Options.</b></p>	<p>AIR BAGS DRIVER &amp; PASSENGER  ANTI-LOCK BRAKES  AUTOMATIC TRANSMISSION  CUP HOLDER  ENGINE – Six (6) Cylinder  FOUR (4) DOOR SEDAN  FLOOR MATS - ALL SEATING POSITIONS  FRONT AIR CONDITIONING  MOUNTING LICENSE PLATE BRACKET FRONT AND  REAR (Manufacture’s Standard Offering)  POWER BRAKES  POWER STEERING  POWER DOOR LOCKS  POWER WINDOWS  RADIO (Manufacturer’s Standard Offering)  REAR WINDOW DEFROSTER  SEATS (Manufacturer’s Standard Offering)  MINI SPARE TIRE  SPEED CONTROL  TILT WHEEL STEERING  TIRES - MANUFACTURER STANDARD SIZE STEEL  BELTED RADIAL ALL SEASON</p>
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Vehicle Minimum Specifications (2306-01)

<p><b>Cargo 2500 Van</b> <b>Quigley Conversion to be included in vehicle/bid pricing.</b></p>	<p>AIR BAGS DRIVER &amp; PASSENGER ANTI-LOCK BRAKES AUTOMATIC TRANSMISSION CARGO DOOR- Standard Length Manufacturer's standard configuration ENGINE – 6.0 liter FRONT AIR CONDITIONING FRONT CUP HOLDERS (1) 3.73 GEAR RATIO G80 LOCKING DIFFERENTIAL GLASS IN REAR DOOR MOUNTING LICENSE PLATE BRACKET FRONT AND REAR (Manufacturer's Standard Offering) POWER BRAKES POWER STEERING AM-FM RADIO SEATS (Manufacturer's Standard Offering) SPARE TIRE (Manufacturer's Standard Offering) TIRES – MANUFACTURE'S STANDARD SIZE STEEL BELTED RADIAL ALL SEASON TRAILER HITCH (FACTORY) Ship to BAC Code 146050 for Quigley IFS 4WD Conversion Van to be professionally converted by an OEM authorized upfitter with ship through capability.</p>
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Vehicle Minimum Specifications (2306-01)

**Chevrolet Express 3500 Series,**  
RWD 10 Passenger Van

**(Special Equipment Option 8V5)** Driver Seat plus three rows of passenger seating. (Special seating arrangement must meet all Federal and State guideline for transporting school children).

**All Vehicles delivered with Manufacturers OEM Equipment only - No Aftermarket Options.**

Air Bags, Frontal, Driver.  
Extended Length (Code: CG33706)  
Anti-Lock Brakes (4wheel)  
Transmission Oil Cooler, External  
Transmission, 4-speed automatic, heavy-duty, electronically controlled with overdrive, tow/haul mode and internal transmission oil cooler.  
Stabilitrak, Stability Control  
Engine – Vortec 6000 V8 SFI, (300 HP [223.8 Kw] @ 4400 RPM, 360 lb.-ft. [486.6n-m] @ 4000 RPM)  
Flooring to be black vinyl entire floor length.  
Cup Holders  
Air Conditioning, Front Manual/Air Conditioning, Rear  
Battery, heavy-duty, 770 cold-cranking amps minimum, includes rundown protection and retained accessory power.  
Mounting license plate bracket, front and rear (Manufacturer's Standard Offering)  
Power Brakes  
Power Door Locks, includes lock-out protection  
Power Outlets  
Power Steering  
Power Windows  
Mirrors, Outside Rearview, Manual Folding, Power Adjust, Heated, Black  
Radio AM/FM Stereo with CD  
Rear Window Defroster  
Remote Keyless Entry  
10 Passenger Seats (Manufacturer's Standard Offering)  
Speed Control  
Mini Spare Tire  
Tilt Steering Wheel  
Tires (All Season) – Manufacturer's Standard Offering

Vehicle Minimum Specifications (2306-01)

<p><b>Chevrolet Silverado 1500 4WD Extended Cab Pick up Truck</b></p>	<p>Heavy duty suspension package for handling and trailering</p>
<p>Code CK10553</p>	<p>Engine – Flex Fuel 5.3 L V8 SFI with active fuel management</p>
<p>Preferred Equipment Group: 2LT</p>	<p>4 Speed automatic transmission electronically controlled with overdrive and tow/haul mode</p>
<p><b>Dimensions/Specifications</b></p>	<p>Tires P265/70R17 all season blackwalls</p>
<p>Wheelbase: 134.00 inches</p>	<p>Dual bucket seats with select cloth seat trim</p>
<p>Overall Length: 224.50 inches</p>	<p>Dual zone climate control</p>
<p>Cargo Box Length: 69.20 inches</p>	<p>AM/FM radio with digital clock and theft control</p>
<p>Axle ratio 3.73</p>	<p>Floor covering, color-keyed carpeting with rubberized vinyl floor mats</p>
<p>GVWR 6800 lbs</p>	<p>Chrome styled steel wheels with center cap</p>
<p><b>All Vehicles delivered with Manufacturers OEM Equipment</b></p>	<p>Chrome surround grill</p>
<p><b>only - No Aftermarket Options.</b></p>	<p>High capacity air cleaner</p>
	<p>Heavy duty external auxiliary external transmission oil cooler</p>
	<p>Heavy duty trailering equipment package to include wiring harness &amp; Class 3 receiver hitch 2X2</p>
	<p>Front and rear chrome bumpers</p>
	<p>Body colored bodyside moldings</p>
	<p>Power mirrors, black manual folding</p>
	<p>Power windows with driver express down</p>
	<p>Power door locks</p>
	<p>Intermittent wipers</p>
	<p>Daytime running lights with automatic exterior lamp control</p>
	<p>Tilt steering wheel with brake/transmission interlock</p>
	<p>Tire pressure monitoring system</p>
	<p>Warning tones for key in ignition, buckle up reminder and turn signal on</p>
	<p>Cruise control</p>
	<p>Rear window defogger</p>
	<p>Power outlets, two instrument panel mounted</p>
	<p>Inside rear view mirror with 8 point compass</p>
	<p>Overhead console with reading lights</p>
	<p>Front and rear passenger assist handles</p>
	<p>Coats hooks rear driver and passenger side</p>
	<p>Remote keyless entry</p>
	<p>Electronic Autotrac transfer case</p>
	<p>Fleetside pickup box</p>
	<p>Heavy duty battery 600 cold cranking amps</p>
	<p>Heavy duty alternator 145 amps</p>
	<p>Front mounted frame recovery hooks</p>
	<p>Hydroformed frame</p>
	<p>Front coil over shock independent suspension</p>
	<p>Rear 2 stage multi-leaf springs, semi elliptic suspension</p>
	<p>Four wheel antilock brakes, front disc and rear drum</p>
	<p>Driver's information center</p>
	<p>Cup holders, front and rear</p>
	<p>Fuel tank capacity, 26 gallons minimum</p>
	<p>Power steering, rack and pinion</p>
	<p>Conventional full-size under frame mounted spare tire</p>
	<p>Frontal air bags, driver and passenger with passenger sensing system</p>
	<p>Aluminized stainless steel muffler and exhaust system</p>
	<p>Interior dome light</p>
	<p>Solid paint color Spec 2</p>

Vehicle Minimum Specifications (2306-01)

Solar ray tinted glass

**Chevrolet Express 1500 Cargo Van AWD**

**Aftermarket Installation of Storage Bins and Partitions Acceptable and to be included with bid pricing.**

**CHASSIS:**

7,200 LB GVWR  
135 " WHEELBASE  
STANDARD FRONT AND STEP REAR BUMPER

**ENGINE:**

5.3 LITER, EIGHT (8) CYLINDER GASOLINE, 280 HP/325 LB. FT. TORQUE, MINIMUM.

**TRANSMISSION:**

HEAVY DUTY AUTOMATIC WITH AUXILIARY OIL COOLER.  
ALL WHEEL DRIVE SYSTEM.

**FRONT AXLE:**

AGWR COMPATIBLE WITH SPECIFIED GVWR AND APPLICATION.  
HEAVY DUTY REAR SHOCK ABSORBERS.  
POWER STEERING.

**REAR AXLE:**

GAWR COMPATIBLE WITH SPECIFIED GVWR AND APPLICATION.  
HEAVY DUTY REAR SHOCK ABSORBERS.  
LIMITED SLIP REAR DIFFERENTIAL.  
REAR AXLE RATIO TO BE SELECTED FROM MANUFACTURER'S STANDARD AVAILABLE RATIOS AFTER RECEIPT OF ORDER.

**BRAKES:**

FOUR WHEEL ANTILOCK, HYDRAULIC.

**ELECTRICAL:**

145 AMP ALTERNATOR.  
12 VOLT MAINTENANCE FREE BATTERY - 770 CCA @ 0 DEGREES.

**TRAILER TOW PACKAGE:**

TRAILER TOW PACKAGE TO INCLUDE TRAILER HITCH PLATFORM AND WIRING HARNESS.

**CAB:**

DUAL CLOTH BUCKET SEATS.  
AIR CONDITIONING INTEGRAL WITH THE HEATER AND DEFROSTER.  
CRUISE CONTROL.  
MANUFACTURER'S STANDARD AM/FM RADIO.  
HEADLINER.  
HEATED TRAILER TOW TYPE MIRRORS.

DRIVER AND CARGO COMPARTMENT LIGHTS

AIR BAGS, FRONTAL, DRIVER AND FRONT PASSENGER  
AUXILIARY POWER PORT (CIGAR LIGHTER)

BODY:

STANDARD LENGTH VAN BODY WITH THE FOLLOWING UPFITS:

-PACKAGE 1, COMMERCIAL CUSTOMER, ALL-PURPOSE STORAGE BIN SYSTEM WITH PARTITION.

- SIX (6) FLOOR MOUNTED "D" RING TIE DOWNS, 500# CAPACITY PER RING (LOCATION TO BE DETERMINED BY ORDERING AGENCY AFTER RECEIPT OF PURCHASE ORDER).



**COMMONWEALTH OF PENNSYLVANIA**  
**PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)**

**General Requirements for Delivery of Vehicles**

(This item description supersedes PCID 1067, effective February 25, 2004)

PCID NO. 1067

Eff. July 21, 2004

The following delivery requirements shall apply to the vehicle as specified by the ordering agency. These requirements are in addition to, but not limited to, the vehicle specification provided as part of the solicitation document. Unless otherwise noted on the request for proposals or invitation for bids, deliveries shall be made to the Department of General Services (DGS), Commonwealth Garage, 22<sup>nd</sup> and Forster Streets, Harrisburg, Pennsylvania.

NOTE: Deliveries for the Department of Transportation (PennDOT) shall be made to the PennDOT Equipment Division, headquartered in Harrisburg, Pennsylvania. Deliveries for the Pennsylvania State Police (PSP) shall be made to the PSP Transportation Division headquartered in Harrisburg, Pennsylvania.

**1.0 GENERAL REQUIREMENTS SECTION**

1.1 The vehicle Manufacturer's model name and/or model number shall be indicated on a decal affixed inside the door.

1.2 Standard solid exterior colors with standard interior trim shall be selected after the award is made unless otherwise indicated in the proposal.

1.3 Tire size and type shall be original equipment brand or as indicated in the proposal or specification sheet.

1.4 All vehicles shall be new and of the model year indicated in the proposal.

1.5 All vehicles shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the contractor.

1.6 All vehicles shall have a valid PA state inspection sticker and a valid PA emissions inspections sticker (for all vehicles subject under the PA I/M Program). NOTE: New or current model year vehicles with less than 5,000 miles, subject under the PA I/M program, must display a valid PA emissions inspection sticker with an exemption indicator. All Pennsylvania state inspection requirements are the sole responsibility of the contractor.

1.7 All vehicles shall have completed the manufacturers' recommended pre-delivery service.

1.8 All vehicles shall be clean, lubricated, serviced, gas tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical components fully functional and operational, and the vehicle will be "road ready" for immediate use.

**NOTE:** Dealer should not remove the manufacturer's MSRP (Monroney) sticker and/or dealer sticker price prior to delivery. Stickers should be affixed to an interior surface of the vehicle window and legible from outside of the vehicle. Stickers shall be easily removable without any permanent marking left on the glass.

1.9 All vehicles shall have appropriately placed decals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir that is required by the vehicle.

## Vehicle Delivery Requirements

PCID NO. 1067

1.10 All vehicles shall have permanent antifreeze in each vehicle to protect it at a level of -35°F. Only a low silicate type anti-freeze will be used for vehicles having diesel engines.

1.11 All vehicles shall be free from all dealer signs/emblems.

1.12 All vehicles shall have all required rust proofing applied to the exterior and underside of the vehicle. No rustproofing compound can be on the personnel compartment's items or the exterior of the body in unsightly or unintended areas.

1.13 All vehicles shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons.

1.14 Each vehicle shall include the proper forms to apply for Pennsylvania title and license including the original manufacturer's Statement of Origin signed by the dealer/contractor and notarized. All title papers shall be properly executed and include PennDOT Form MV-1, Application for Title, which shall indicate the owner name and address as follows: **Pennsylvania Department of General Services, 2221 Forster Street, Harrisburg, Pa 17125.\***

\*VEHICLES DELIVERED TO PA STATE POLICE AND PA DEPT OF TRANSPORTATION SHALL BE TITLED ACCORDINGLY.

1.15 At the time of vehicle delivery, the successful contractor shall furnish an original and three copies of the invoice which shall include the key number, vehicle color and Commonwealth purchase order number and indicate ordering agency.

1.16 The successful contractor shall comply with the manufacturer's warranty, or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.

1.17 The successful contractor shall submit at least two (2) copies of all service/technical bulletins, recall notices, etc. to the Director, Bureau of Vehicle Management, Department of General Services, 2221 Forster Street, Harrisburg, Pennsylvania 17125. These documents shall be submitted on a continual basis to keep the Bureau of Vehicle Management informed regarding improvements, changes and/or problems concerning Commonwealth owned vehicles and their component parts.

1.18 The Department of General Services, Bureau of Vehicle Management, will inspect all vehicles prior to acceptance. It will be the responsibility of the delivering dealer to remove any vehicle rejected by the Bureau of Vehicle Management within two (2) working days after notification, and return the vehicle to the Commonwealth Garage upon correction of deficiencies. Date in service will be the date the vehicle is accepted by the Commonwealth, not the date of delivery.

1.19 The Commonwealth disclaims any liability for damage to vehicles not unconditionally accepted by the Commonwealth.

1.20 Unless otherwise indicated, all items requested in this specification which are listed in the manufacturer's specification book as standard or optional equipment shall be factory installed and operative. Vehicles delivered to the Commonwealth in a condition considered to be below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, with any leaks corrected, mechanical operation of the vehicle and all electrical components operational. Allied equipment specified to be furnished and installed which is not available through the vehicle manufacturer shall conform to the best quality standards known to that particular industry, both product and installation.

1.21 Trucks with snow plows being delivered to the Commonwealth Garage for inspection, are required to have the snow plow stored in the truck bed. Failure to do so will show cause for rejection of inspection.



1.22 All vehicle deliveries shall be coordinated through the DGS Bureau of Vehicle Management. Vendors shall call (717) 787-4252 for delivery schedule at least 48 hours in advance. When vehicles are purchased by Pennsylvania State Police, the successful contractor shall call (717) 787-1318 (PSP). When vehicles are purchased by Pennsylvania Department of Transportation, the successful contractor shall call (717) 787-2123 (PennDOT) for information regarding invoicing and delivery.

1.23 Vehicle Delivery: A vehicle may not be driven more than 400 miles from the awarded vendor's place of business to the DGS Commonwealth Garage for inspection without penalty. If delivery is more than 400 miles, a credit of \$5.00 per mile will be applied against the awarded contractor's purchase order as damages and deducted at time of payment. If the awarded vendor uses a towing device to tow another vehicle to the Commonwealth Garage for delivery, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper damage caused by a towing device will be replaced by the awarded vendor at no charge to the Commonwealth. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.

## 2.0 REQUIRED EQUIPMENT SECTION

The following items shall be supplied on all vehicles as **Minimum** required equipment, unless otherwise superceded in the request for proposals or invitation for bids.

2.1 Lug wrench on all trucks and jacks on trucks up to and including 8,500 lbs. GVWR.

2.2 Air conditioning integral with the heater and defrosters.

2.3 Dual electric intermittent windshield wipers.

2.4 The rustproofing shall be factory or locally applied in compliance with Federal Standard 297A. Warranty coupon for five (5) years, at no cost to the Commonwealth, shall be furnished with each vehicle\*.

\* NOT APPLICABLE IF THE VEHICLE FURNISHED IS FACTORY WARRANTED AGAINST CORROSION FOR NOT LESS THAN 5 YEARS AT NO COST TO THE COMMONWEALTH OF PENNSYLVANIA. WARRANTY INDICATING COMPLIANCE IS REQUIRED WITH EACH VEHICLE.

2.5 Emergency warning triangle kit (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).

2.6 First aid kit, 10 person with mountable cabinet (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).

2.7 Fire extinguisher, rechargeable, with vehicle mount, reference 2A:10B:C, 5 pound (on vehicles with GVWR of 10,000 lbs. or higher; aftermarket installation if necessary).

2.8 Powerport.

2.9 Unless otherwise indicated on the purchase order, each vehicle shall be equipped with front and rear license plate holders with a minimum two license plate screws installed.

Quality Assurance Specialist: Rosemary A. Pawelczyk, Quality Assurance Specialist

Quality Assurance Supervisor: Tom DiMartile, CPPB      Quality Assurance Manager: Paul Wolf, C.P.M., CPPB



**COMMONWEALTH OF PENNSYLVANIA**  
*PENNSYLVANIA COMMERCIAL ITEM DESCRIPTION (PCID)*

**GENERAL REQUIREMENTS FOR BIDDING PennDOT VEHICLES/EQUIPMENT**

(This item description supersedes PCID No. 1075 eff. 6/21/02)

PCID NO. 1075  
 Eff. June 25, 2003

These General Requirements shall apply to all on-road and off-road vehicles, highway equipment, agricultural equipment and construction equipment, procured for use by the Department of Transportation, Commonwealth of Pennsylvania (PennDOT). These requirements are in addition to any supplemental specifications identified in the invitation for bids. The following shall be considered MINIMUM requirements.

**A. STANDARDS, CODES, RULES, REGULATIONS:**

1. Each vehicle or unit of equipment shall conform to any and all requirements contained in the Pennsylvania Motor Vehicle Code.
2. Each vehicle or unit of equipment shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and Pennsylvania Exhaust Emission and Noise Standards, and EPA and OSHA requirements. The appropriate decals indicating compliance shall be affixed to the vehicle/equipment.
3. Each vehicle or unit of equipment shall be manufactured in accordance with any codes, standards and engineering practices as recommended by the following professional organizations for the specific vehicle/equipment:

American Institute of Steel Construction (AISC)  
 American National Standards Institute (ANSI)  
 American Society of Mechanical Engineers (ASME)  
 American Society for Testing and Materials (ASTM)  
 American Trucking Association (ATA)  
 American Welding Society (AWS)  
 American Wood-Preservers Association (AWPA)  
 Battery Council International (BCI)  
 British Standards Institute (BSI): Limits and Fits  
 Compressed Air and Gas Institute (CAGI)  
 Industrial Fastener Institute (IFI)  
 International Standards Organization (ISO)  
 Joint Industrial Council (JIC)  
 National Fire Protection Association (NFPA)  
 National Truck and Equipment Association (NTEA)  
 Power Crane and Shovel Association (PSCA)  
 Society of Automotive Engineers (SAE)  
 Society of Manufacturing Engineers (SME)  
 Steel Structure Painting Council (SSPC)  
 Tire and Rim Association (TRA)

**B. COMPONENTS, PARTS AND ACCESSORIES:**

1. When "No Substitute" components, parts or accessories are designated, only this type of component, part or accessory is acceptable.

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2. All equipment and parts furnished shall be of the manufacturer's most current design, shall be included in its most current published list of models in stock and shall satisfy, these specifications.
3. The same model components shall be utilized on all units supplied by the successful bidder under the specifications.
4. All electronic systems associated with the vehicle/equipment shall be properly insulated so as not to not cause any interference with the operation of the vehicle or the land mobile radio communications system, when properly installed in the vehicle.
5. Power systems must be compatible with the engine, transmission, axles, hydraulic system and power steering, etc., in order to meet the requirements specified herein.
6. Vehicles shall meet the maximum gradeability of the manufacturer when loaded to maximum Gross Vehicle Weight Rating ("GVWR") without exceeding the engine manufacturer's recommended maximum revolutions per minute ("RPM") based on maximum net torque.
7. The ratio of the rear axle and transmission shall be geared to maintain a road speed of approximately 65 mph on a level road, when operating at maximum GVWR without exceeding the recommended engine rpm figure. This is not applicable to construction type equipment.

### **C     SITE VISITS:**

Prior to submission of its bid, a bidder may contact PennDOT and schedule a site visit to inspect vehicles/equipment (as available) in PennDOT's current inventory in order to further clarify any drawings, pictures and specifications. Units may be available in the field for bidders to inspect at one or more of PennDOT's Maintenance Districts, but the Commonwealth makes no guarantee that any particular vehicle/equipment shall be located at a site convenient to the bidder's place of business. The site visit must be scheduled with the Equipment Division by calling (717) 787-1567. It is the bidder's responsibility to complete the site visit in time to submit a bid. All travel will be at the bidder's expense.

### **D.     ON BOARD VEHICLE/EQUIPMENT REQUIREMENTS:**

1. Each vehicle and unit of equipment shall include the proper forms to apply for a Pennsylvania title and license. These forms will include: the original manufacturer's statement of origin signed by the successful bidder and notarized. All title papers shall be properly prepared and executed. The application for title, Form MV-1 shall indicate the name and address exactly as follows: Pa. Dept. of Transportation, Equipment Division, 17<sup>th</sup> Street and Arsenal Blvd., Harrisburg, PA 17120 (ATTN: Specifications Unit).
2. Trucks and trailers shall be certified to meet or exceed requirements to obtain a Pennsylvania license. For medium and heavy-duty trucks and vans, the GVWR shall be identified in the vehicle's cab as the final complete certification label (minimum rating). The Gross Combined Weight Rating (GCWR) shall be identified by decal in the cab to indicate the approved weight, which can be towed, if applicable.
3. Vehicles designated for on-road use shall meet the following requirements:
  - a. Shall have a valid Pennsylvania state inspection sticker.
  - b. Shall have completed the manufacturers' recommended pre-delivery service.
  - c. Shall have the vehicle manufacturer's model name and model number stated on a decal affixed to the inside of the driver's side door.
  - d. Shall be clean, lubricated, serviced, gas tank filled to full recommended capacity, all adjustments completed, all mechanical and electrical motors and components fully functional and operational, and the vehicle will be "road ready" for immediate use.

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- e. Shall have appropriately placed decals indicating the types of required fuels or lubricants and the capacity of each fluid's reservoir that is required by the vehicle.
- f. Shall have permanent antifreeze in each vehicle to protect it at a level of -35°F. Only a low silicate type anti-freeze will be used for vehicles having diesel engines.
- g. Shall be free from all dealer signs/emblems.
- h. Shall have all required rust proofing applied to the exterior and underside of the vehicle. No rustproofing compound can be on the personnel compartment's items or the exterior of the body in unsightly or unintended areas.
- i. Shall include a copy of the manufacturer's warranty and service policy with all warranty vouchers, certificates and coupons.
- j. Shall have each vehicle and major component identified with a metal identification tag that provides the OEM's name, model number and individual serial number. Tags will be affixed in an accessible and readable position on the item.

The above items are pre-delivery service items, and bidders should not misconstrue these requirements with warranty problems that arise after the Commonwealth accepts the completed unit which complies with the written specifications.

**All charges for any of the aforementioned administrative and technical services and equipment are considered minimum acceptable requirements for delivery and shall be included in the bid price.**

### **E. GENERAL WARRANTY REQUIREMENTS**

The following warranty requirements are considered minimum unless otherwise stated in the invitation for bids. If the manufacturer's standard warranty exceeds the specified warranty, the manufacturer's standard warranty will apply. Manufacturer's warranty shall be provided in written or electronic form. All warranties will cover all labor and parts replacement during the warranty period, except as may be otherwise stated below or in the invitation for bids. This warranty, however, does not include items that must be replaced through ordinary wear and tear, but those parts ordinarily replaced through the servicing program will be replaced as part of the servicing program of equipment/vehicles, if appropriate. Parts replaced under this warranty will be of original equipment manufacturer (OEM) quality or higher. Service to the vehicle/equipment will be at a level to maintain or meet the manufacturer's requirements to sustain the warranty.

1. MEDIUM DUTY/HEAVY DUTY CAB & CHASSIS (19,501# GVWR or higher):

The chassis manufacturer's service and warranty program shall be for one (1) year or 12,000 miles (whichever first occurs).

2. LIGHT DUTY TRUCKS & VANS (up to 19,500# GVWR):

The chassis and cab manufacturer's service and warranty program shall be for three (3) years or 36,000 miles (whichever first occurs), including powertrain. A two (2) year, unlimited mileage warranty is acceptable in lieu of a three year, 36,000-mile warranty. The vehicle shall be certified as having a capacity of towing 1,000 pounds without voiding the warranty.

3. CONSTRUCTION EQUIPMENT: The construction and agricultural equipment manufacturer's service and warranty program shall be for a minimum of two (2) years or four thousand (4,000) hours whichever first occurs.

4. ADDITIONAL SPECIFIC WARRANTY ITEMS (Applies to light, medium and heavy duty trucks only)

a. RUST PROOFING WARRANTY

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Cabs/cowls shall be warranted for five (5) full years with no mileage or hourly limitations. This will include rusting through or perforation from within. This warranty and service program covers both labor and parts for the full warranty period. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty.

b. FRAME RAILS AND CROSSMEMBERS (Chassis)

For medium/heavy duty trucks, frame rails and cross members are warranted for five (5) full years with no mileage or hourly limitations. This warranty covers both parts and labor for the full warranty period. For light duty trucks and vans, the manufacturer's standard frame rail and crossmember warranty is acceptable.

c. FLAT BED WARRANTY

A vehicle's flat bed shall be warranted for three (3) years. This warranty covers both parts and labor for the full warranty period. A decal will be placed on the inside driver's door stating the warranty's terms and the name, address and telephone number of the contact person to initiate warranty claim services.

d. SERVICE/UTILITY BODY AND ASSOCIATED COMPONENTS WARRANTY

Fiberglass bodies will be warranted for five (5) years to include color fading. Steel service and utility bodies shall be warranted for five (5) years against defects and corrosion, including rust through or perforation from within. Surface rust caused by chip, scratches, or damage caused by PennDOT employees is not covered by this warranty. Associated components such as cranes, air compressors, and snowplows shall be covered by manufacturer's standard warranty. Manufacturer's standard warranty shall be provided in written or electronic form.

e. ENGINE AND TRANSMISSION WARRANTY

The engines for all Heavy/Medium Duty equipment/vehicles will be warranted for parts and labor for five (5) years or 150,000 miles (whichever first occurs). The engine warranty will include all items named or included within the valve covers, cylinder heads block, oil pan and injection pump. The transmission (automatic/manual) will be fully covered by the warranty and service program for two (2) years and will not be limited by mileage or hours. For light duty trucks and vans, the manufacturer's standard frame engine and transmission warranty is acceptable

f. WARRANTY CARD PROCEDURES

The successful bidder shall complete the warranty card except for the warranty start date. The PennDOT Equipment Division shall inform the successful bidder of the following: model number of vehicle; serial number of vehicle, equipment number, and location assigned; date released to the counties.

## F. PILOT MODEL:

PennDOT reserves the right to require the successful bidder to make mutually agreeable arrangements to deliver a "pilot model" for initial inspection. Pilot models(s) shall be delivered to the Department of Transportation, 17<sup>th</sup> St., & Arsenal Blvd., Harrisburg, PA 17120 for inspection, testing and approval. The remaining units shall not be delivered for inspection, testing and approval until after the pilot model has been accepted by PennDOT. The remaining units shall fully meet the requirements of the specifications and must be indistinguishable from the approved pilot model. Presentation of a pilot model will not be required if the quantity is only one (1) unit. The pilot model must meet all the mechanical requirements of the specifications. PennDOT may field test the equipment to determine if it meets the performance requirements of the specifications. Performance testing results will normally be completed within two (2) weeks of date of delivery. There are administrative items that are required to be presented at the pilot model inspection. It is imperative that all of these items be presented at this time so they are ready for shipment, when the balance of the

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units are delivered. PennDOT may withhold payment, where deemed necessary, pending receipt of these items. PennDOT disclaims any liability for damage to equipment that has not been unconditionally accepted by the PennDOT.

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### **G. DELIVERY:**

Time is of the essence. All units must be delivered within the number of days, specified in the invitation for bids, after receipt of the purchase order by the successful bidder. It shall be assumed by the parties that the successful bidder received the purchase order on the third business day following the date of the purchase order, unless the successful bidder provides credible evidence that the order was received on a later date. Bidders must specify delivery time in their bid. Phrases such as "as required", "as soon as possible", or "prompt" have no meaning and may be cause for rejection of the bid. The successful bidder shall deliver at ground level the complete unit(s) to the Equipment Division, 17<sup>th</sup> Street and Arsenal Blvd. Harrisburg, PA 17120. All deliveries shall be made on a working day between 7:00 AM and 3:30 PM. There is a loading dock at this location; however, any additional unloading cost shall be borne by the successful bidder. The terms of delivery are also controlled by other provisions in the invitation for bids.

The successful bidder shall submit to the PennDOT "on a continuing basis", all service bulletins and technical letters as regularly issued by a manufacturer to dealers or large fleets. All the relevant information shall be supplied for the unit(s) forwarded to the Commonwealth to inform PennDOT of any improvements, changes and/or problems concerning the unit and its component parts. This information shall be addressed to the Pennsylvania Department of Transportation, % Equipment Division, 17<sup>th</sup> St. & Arsenal Blvd., Harrisburg, PA 17120, ATTN: Chief, Equipment Division. PennDOT reserves the right to have its representative(s) periodically inspect each unit during assembly at the successful bidder's assembly point.

### **H. PROCEDURE FOR IMPLEMENTING REPAIRS:**

In the event that a breakdown occurs, the repair work is to be performed by the successful bidder of record or his duly authorized representative within the Commonwealth. A copy of the successful bidder's work orders shall be supplied to the PennDOT County Equipment Manager and District Equipment Manager. Repairs assigned to the successful bidder can be performed at the successful bidder's place of business, at his duly authorized representative's place of business and, whenever possible, at the county maintenance facility or field locations. If services are to be performed at PennDOT's county maintenance facilities or in the field, the successful bidder must provide proof of insurance as stated in the contract attachments. County Equipment Managers shall notify the successful bidder or his duly authorized service representatives that the vehicle/equipment is down for component repairs and follow PennDOT standard procedure for handling warranty problems in accordance with the benefits of this warranty. At this time of notification, the location of repair is to be mutually agreed upon based on the most timely and cost effective basis to the Department. All work orders against the warranted repair shall be kept in PennDOT's Equipment History File at the county maintenance facility.

When repairs are to be performed at the successful bidder's place of business or his duly authorized representative's place of business, transportation of the vehicle/equipment within the Commonwealth of Pennsylvania shall be made by PennDOT. If determined by PennDOT that repairs cannot be handled within the Commonwealth, then transportation to and from the Commonwealth of Pennsylvania shall be the responsibility of the successful bidder.

### **I. LUBRICATION AND COMPONENT INFORMATION:**

The successful bidder shall provide lubrication and component information (as applicable) upon request by PennDOT. This information may be provided by copying and completing the sample forms attached to this document, or may be presented on forms prepared by the successful bidder and/or manufacturer. (see attached sample forms – 4 pages).

### **J. SUCCESSFUL BIDDER'S RIGHTS:**

The successful bidder shall have the right to make periodic inspections to ascertain that the maintenance techniques and/or repair procedures are being administered in accordance with the guidelines set forth in this document. Preventive maintenance shall be performed by PennDOT in accordance with the component manufacturer's recommended procedures, or as modified during the contract through supplements. All internal parts of the components shall be the repair responsibility of the successful bidder, except maintenance adjustments.

### **APPROVALS:**

Quality Assurance Specialist: Craig E. Wolford, CPPB

Quality Assurance Supervisor: Tom DiMartile, CPPB

## Attachment D

Quality Assurance Manager: Paul Wolf, C.P.M., CPPB



**Sample Forms (Instruction Sheet)**

**The Following Documents Shall Be Completed And Emailed / Shipped To**

Email: Contact the Automotive Equipment Specialist @ The Equipment Division @ 717-783-1395 (This is an Excel Spread Sheet, a Work Copy will be Emailed to You)

**Mail: Equipment Division  
17<sup>th</sup> & Arsenal Blvd.  
Harrisburg, Pa. 17120  
Attn: Specifications Division**

Note: These Forms Must Be Delivered to The Equipment Division With The Pilot Model!

**Instructions To Vendor For Completing The Attached Form  
(We Would Prefer Having This Completed Electronically)**

Electronic:

- 1. Obtain Work Copy By Calling 717-783-1395**
- 2. All Sections Are to be Filled Out**
- 3. Insert N/A in All Sections That Do Not Apply, Do Not Leave any Sections Blank**
- 4. Manufacturer, Model No. And Part No. Should Reflect The Actual Component Manufacture**
- 5. Warranty Section Should Reflect The Coverage, The Vendor And/Or Equipment (Truck) Manufacturer Will Supply, Not The Component Manufacturer.**

Paper:

- 1. Same As Above, but Type or Print All Information**

# SPEC SHEET

<b>Equipment # Series</b>	<b>Effective Date</b>	
<b>PO Number</b>	<b>Unit Warranty Period</b>	
<b>Year</b>	<b>Engine Manufacturer</b>	
<b>Make</b>	<b>Engine Model</b>	
<b>Model</b>		
<b>VIN Number</b>		
<b>Vendor</b>	<b>Trans. Manufacturer</b>	
<b>Contact Person</b>	<b>Trans. Model</b>	
<b>Contact Phone Num.</b>	<b>Body Manufacturer</b>	
	<b>Body Number</b>	

<b>Oils &amp; Lubes</b>		<b>Filters</b>	<b>Qty. of Filters</b>	<b>Part Number</b>	<b>Com. Code 2810-</b>	<b>Make</b>	<b>Change Interval</b>	<b>Filters Stocked</b>
<b>Engine Oil</b>		<b>Engine Oil Filter</b>						
		<b>Engine Oil Filter Secondary</b>						
<b>Transmission Oil</b>		<b>Transmission Filter</b>						
		<b>Aux. Trans. Filter</b>						
<b>Fuel</b>		<b>Fuel Filter Primary</b>						
		<b>Fuel Filter Secondary</b>						
<b>Rear Axle / Axles</b>								
<b>Steering Oil</b>		<b>Steering Filter</b>						
<b>Hydraulic Oil</b>		<b>Hydraulic Filter Suction</b>						
		<b>Hydraulic Filter Return</b>						
<b>Coolant</b>		<b>Coolant Filter</b>						
<b>Transfer Case</b>								
<b>Front Axle</b>		<b>Air Filter Primary</b>						
<b>Brake Fluid</b>		<b>Air Filter Secondary</b>						
		<b>Air Compressor Filter</b>						

## Attachment D

Description	Manufacturer	Model Number	Part Number	Warranty
Air Compressor				
Air Dryer				
Alternator				
Auto Slack Adjuster				
Auto Lube System				
Axle Front				
Axle Rear				
Battery				
Belt Air Compressor				
Belt Alternator				
Belt Fan				
Belt Power Steering				
Brake Chamber (FRT)				
Brake Chamber (REAR)				
Brake Lining (FRT)				
Brake Lining (REAR)				
Clutch Assembly				
Differential				
Dump Body				
Electronic Joysticks				
Engine (AUX)				
Engine (MAIN)				
Fan				
GL 400				
GL 400 Wiring				
Grote Wiring Harness				
Hoist Cylinder				
Hydraulic Pump - Main				
Pump, Fuel				
Pump, Hydraulic Aux.				
Pump, Steering				

## Attachment D

Description	Manufacturer	Model Number	Part Number	Warranty
Pump, Water				
Radiator				
Rexroth Valve				
Starter				
Steering Gear				
Suspension System Tand				
Tank Fuel Capacity				
Tire Size Front LR				
Tire Size Rear LR				
Transaxle				
Transfer Case				
Transmission				
Wing Plow				

Contract Reference Number: 2306-01  
SRM Parent Contract Number: 4400001565  
SRM/SAP Contract Number(s):4400001573, 4400001567, 4400001571  
Change Number: 1  
Change Effective Date: 01/08/2008

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG  
January 8, 2008**

**For:** All using Agencies of the Commonwealth  
**Subject:** Police and Specialty Vehicles Contract  
**Contract Period:** Beginning 09/01/2008 and Ending 08/31/2008  
**Commodity Specialist Name:** **Alfonzo J. Robinson – 717-346-8181**

**CHANGE SUMMARY:**

**Please note the following:**

**SRM Contract Number:** 4400001573 **Supplier:** Day Chevrolet **Line Item #:** 41, 2008 Saturn Vue Hybrid 4WD

The above mentioned vehicle is not available from the manufacturer as a 4 Wheel Drive Model, therefore the contract is being withdrawn in it's entirety.

**SRM Contract Number:** 4400001567 **Supplier:** Hertrich Fleet Services, Inc., **Line Item(s):** 21 thru 31, Dodge Magnum Police Vehicle and Accessories. The build out date is February 8, 2008, please submit your orders no later than January 28, 2008 close of business.

**Line Item:** 43, 2008 Mercury Mariner Hybrid 4wd. Due to extremely high demand this vehicle is no longer available for the 2008 model year.

**SRM Contract Number:** 4400001571 **Supplier:** Hoffman Ford Sales **Line Item#:** 42, 2008 Ford Escape 4wd Hybrid. Due to extremely high demand this vehicle is no longer available for the 2008 model year.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 2306-01  
SRM Parent Contract Number: 4400001565  
SRM Contract Number: 4400001567, 4400001568, 4400001574  
Change Number: 2  
Change Effective Date: 01/24/2008

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG**

**For:** All using Agencies of the Commonwealth  
**Subject:** Police and Specialty Vehicles Contract  
**Contract Period:** Beginning 09/01/2007 and Ending 08/31/2008  
**Commodity Specialist Name:** **Alfonzo J. Robinson**

**CHANGE SUMMARY: Order Dates**

**Please note the following vehicles and the last date they can be ordered from the supplier(s).**

<u>Supplier:</u>	<u>Contract No.:</u>	<u>Vehicle:</u>	<u>Order Cutoff Date:</u>
Hertrich Fleet	4400001567	Chevrolet Silverado	April 4, 2008
		Chevrolet Express	April 4, 2008
		Express Models w/Special Equipment/Paint	March 21, 2008
		Chevrolet Tahoe Hybrid	March 14, 2008
Westgate Chevrolet	4400001568	Chevrolet Malibu Hybrid	Not Available
		Chevrolet Express	April 4, 2008
		Express Models w/Special Equipment/Paint	March 21, 2008
Northeast Auto Outlet	4400001574	Chevrolet Impala Police Model	April 4, 2008
		Pontiac G-6	April 4, 2008
		Chevrolet Tahoe Police Model	March 21, 2008

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 2306-01  
SRM Parent Contract Number: 4400001565  
SRM Contract Number: 4400001570  
Change Number: 3  
Change Effective Date: 03/25/2008

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG  
March 25, 2008**

**For:** All using Agencies of the Commonwealth  
**Subject:** Police and Specialty Vehicles Contract  
**Contract Period:** Beginning 09/01/2007 and Ending 08/31/2008  
**Commodity Specialist Name:** **Alfonzo J. Robinson**

**CHANGE SUMMARY: Order Dates**

**Please note the following vehicles and the last date they can be ordered from the supplier(s).**

<b><u>Vehicle:</u></b>	<b><u>Order Cutoff Date:</u></b>
Dodge Charger Police Vehicle	04/25/2008
Chrysler 300	04/25/2008
Ford Crown Victoria Police Interceptor	05/16/2008

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.