BID OPENING DATE AND TIME

On: October 22, 2008 **AT: 10:30 A.M.**

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S9XT6650	1 OF 22		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

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

Department	Division
Office of Fleet Management	**Vehicle Purchase Aviation**

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
MUNICIPAL SERVICES BLDG.
1401 JFK BLVD, ROOM 170A
PHILADELPHIA, PA 19102-1685

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER **R. Saylor**
J. Washington

TITLE OF BID 4 X 4 CHASSIS WITH HIGH SPEED SNOW BLOWER

GENERAL INFORMATION

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

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

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

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

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

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	☐ YES	☐ NO	AMOUNT	CHECK NUMBER

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)
Please list any MBEC Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises[1]

Bid Number		**Name of Bidder**			
Primary Bidder	**MBE ❑**	**WBE ❑**	**DSBE ❑**	**N/A ❑**	**SBA ❑**
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DSBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DS-DBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DSBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				

REVISED 4-2007

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

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: 4 X 4 CHASSIS WITH HIGH SPEED SNOW BLOWER

1.2 CONTRACT TERM: Date of Award to twelve (12) months ("Initial Term"), with an option to renew for up to three (3) additional one (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 1.2.2, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

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

1.3 CONTRACT TYPE: **REQUIREMENTS**

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

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

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

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

1.4 METHODOLOGY OF ACQUISITION: Purchase only.

1.5 STATEMENT OF DIRECTION:

1.5.1 It is the intent of the City of Philadelphia to make an award for 4 X 4 Chassis with High Speed Snow Blower for the Office of Fleet Management as specified herein during the contract period.

1.6 BID SECURITY

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

All bids submitted with a total greater than $30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for July 1, 2008 to June 30, 2010 are not required to provide Bid Security if their bid total is $500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

1.6.2 **Bids Opening July 1, 2008 through June 30, 2010**
Bidders may qualify for the Master Bid Security Program described above for **July 1, 2008 – June 30, 2010)** by submitting a check in the amount of **$175.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable.* Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds $500,000.00, the Master Bid Security Program is not applicable. Bidders instead MUST submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.7 BID INFORMATION:

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

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

1.8 BID SUBMISSION:

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

1.8.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.

1.8.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.

1.8.4 COPIES OF BID SPECIFICATIONS

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

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

1.8.5 All pricing must be completed on the forms provided; be complete; and be in ink or typed.

1.8.6 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

1.8.7 **Local Bidding Preference**

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

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

"I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this

contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry."

Prime or subcontractor's LBE Certification Number_____

If applicable:
Subcontractor's Name_____

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

1.8.8 **BID PROCESSING FEE:**

All bids submitted where the bid total is greater than $30,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract".

1.8.9 CONTACT PERSON:

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

1.8.10 ALTERNATES SUBMITTED

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

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

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

1.8.11 FORMS TO BE RETURNED WITH BID:

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

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

YEAR:_____

MAKE:_____

MODEL:_____

BODY MODEL:_____

MANUFACTURER'S CUT OFF DATE:_____

DELIVERY ARO:_____

1.8.12 BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit

prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.

1.9 BIDDER QUALIFICATION:

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

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

SECTION 1:

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

Firm Name: _____ _____ _____

Contact Name: _____ _____ _____

Phone No.: _____ _____ _____

Type Work: _____ _____ _____

Years dealing w/your firm: _____ _____ _____

SECTION 2:

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

Dept. Name: _____ _____ _____

Contact Name: _____ _____ _____

Phone No.: _____ _____ _____

PO#/Contract#: _____ _____ _____

Items: _____ _____ _____

1.10 NON-MANDATORY PRE-BID MEETING

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Wednesday, October 8, 2008 at 12:00 (Noon) in the Municipal Services Building, 1401 J.F. K. Boulevard, 1st Floor, Room 170A, Philadelphia, PA. 19102.**

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially

impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

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

SECTION 2: SPECIFICATIONS/ITEM REQUIREMENTS:

2.1 **Successful vendor(s) shall be required to supply the City of Philadelphia's Office of Fleet Management with as listed in Sections 2 and 5 of this Invitation and Bid.**

2.2 **Submit pricing for each item listed below in Section 5: Pricing. Pricing shall be for the unit of measure(s) as indicated in parenthesis. Bidder shall submit pricing on item(s) indicated plus all options.**

2.2.1 **42853 000 055**
SNOWBLOWER, 4 X4 CAB FORWARD ALL WHEEL DRIVE CHASSIS WITH 5,000 TPH BLOWER. 50,000 APPROX. PER SPEC CODE 32857B.42 & PROCUREMENT DEPT. SPEC 41-V-20M: 86 (EA)

OPTIONS

2.2.2 **42853 009 330**
ITEM 19.1, PRE CONSTRUCTION INSPECTION (EA)

2.2.3 **42853 009 331**
ITEM 19.2, PILOT INSPECTION (EA)

2.2.4 **42853 009 333**
MAINTENANCE TRAINING
Maintenance training shall be provided at the bidder's factory. Successful bidder shall provide a minimum of five days training to address the operation, diagnosis and repair of the major systems to include the air system, hydraulic system, all wheel steer system and chassis electronic systems as they relate to vehicle maintenance

activities. Cost shall include airfare, transportation, tuition, books, meals and lodging.

(EA)

2.2.5 **42853 009 332**
ELECTRONICS MAINTENANCE TRAINING
Maintenance training shall be provided at the bidder's factory. Successful bidder shall provide a minimum of four days training to address to enable service personnel to troubleshoot, diagnose and repair vehicle electronic systems. This course will enable the student to understand the theory of operation of the vehicle engine, transmission, braking, all-wheel steering, ABS, and electronic system as they relate to maintenance of the chassis electronic system. In addition, the students will learn the proper diagnosis, repair of the above systems to include Caterpillar, Cummins, Detroit, Allison, Wabco ABS, and Truck Electronics Systems. This course shall offer extensive schematic use and troubleshooting exercises. Cost shall include airfare, transportation, tuition, books, meals and lodging.

(EA)

GENERAL SPECIFICATIONS:

2.4 **DELIVERY INSTRUCTIONS:**
Department will contract vendor with delivery instructions.

All Invoices Against This Purchase Order Should Be Mailed To:
Office of Fleet Management
Accounting Unit, 3rd Floor
100 South Broad Street
Philadelphia, PA 19110

VENDOR NOTE: BIDDER TO COMPLETE SECTION 5, TYPE OF TRANSPORT

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

3.1.1 Bid will be evaluated by the Procurement Department.

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

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

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

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

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

3.2 AWARD

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s).

3.2.2 This Invitation and Bid shall be awarded as a whole.

3.2.3 BASIS OF AWARD

The prices used for the calculation of the Basis of Award must be the same prices as quoted in Section 5 - Pricing. In the event of a conflict between the prices quoted in Section 5, "Pricing", of the bid and those used in the Basis of Award, the prices quoted in the Pricing Section will prevail and will be used for calculations.

3.2.4 **CONTIGENCY**

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

3.2.5 **LOCAL BUSINESS ENTITY**

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

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over $30,000.00 and awarded as a whole or by section.

3.2.6 Performance Security

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

Please note however, that all awards as a result of this bid will have a minimum contract amount of $30,001.00. All awards at the $30,001.00 amount will be subject to a $50.00 Master Performance Security Fee.

If the total award amount exceeds $500,000, the Master Performance Security Program does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.2.1 and 1.2.2 shall apply.

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

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

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

3.2.8 Insurance

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

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

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

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

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

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

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

4.1.4 ADD-ONS

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

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number, bid scheduled number, the price to the City and the applicable

contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract.

4.2 VENDOR RESPONSIBILITY

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

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

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

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

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

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

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

4.2.5.1 Liquidated Damages For Late Deliveries

These specifications shall be subject to the following contractual provisions:

(1) Time is an essential element of this agreement and

Seller agrees that deliveries of items in condition satisfactory to the Procurement Commissioner shall be completed as provided on the day(s) specified pursuant to the delivery schedule contained in specifications.

(2) For each and every day that a vehicle is late, in accordance with the delivery schedule, the Procurement Commissioner may deduct from the monies due or becoming due Seller the sum per day per undelivered vehicle specified in the bid as liquidated damages to compensate Buyer for its damages arising out of delay in delivery. The number of days of default shall be computed as incuding the day of default through to but not inclusive of the day when delivery is made. Provided, however, as to item delivered but rejected, the item shall be considered as non-delivered from the date on which the vendor is notified of rejection until the date the item is re-delivered.

(3) The term “vehicle” as used above shall refer to each vehicle, vehicle body, chassis, or other unit of equipment awarded to the bidder.

(4) Notwithstanding the above provisions Seller shall not be liable for liquidated damages for delays in delivery caused by Acts of God, acts of public enemy, acts of government, quarantine restrictions and general strikes throughout the industry or freight embargoes not caused by or participated in by Seller.

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

(6) Liquidated damages will be in the amount of $75.00 per

calendar day per vehicle that delivery of each vehicle exceeds the delivery schedule stated.

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

4.2.7 Escalation Price

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

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

Notice of any price changes in the dealer cost sheet and pricing level established by the Manufacturer shall be given in writing to the Procurement Department, Department of Finance and the Controller Office. This notice must be accompanied by the notice from the manufacturer to the vendor showing the price changes. The City reserve the right to review the propriety of the price rise and cancel the contract at its discretion.
In no event shall the increased prices exceed the dealer's cost sheet and pricing level for vehicles under similar terms and conditions.

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

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

SECTION 5: PRICING

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

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

	QTY	UNIT	UNIT PRICE	AMOUNT

5.1 Submit pricing for each item listed below. Pricing shall be for the unit of measure(s) as indicated in parenthesis. Bidder shall submit pricing on items (s) indicated plus all options.

5.1.1 **42853 000 055**
SNOWBLOWER, 4 X4 CAB FORWARD ALL WHEEL DRIVE CHASSIS WITH 5,000 TPH BLOWER. 50,000 APPROX. PER SPEC CODE 32857B.42 & PROCUREMENT DEPT. SPEC 41-V-20M: 86

2 (EA) $_____ $_____

OPTIONS

5.1.2 **42853 009 330**
ITEM 19.1, PRE CONSTRUCTION INSPECTION

1 (EA) $_____ $_____

5.1.3 **42853 009 331**
ITEM 19.2, PILOT INSPECTION

1 (EA) $_____ $_____

	QTY	UNIT	UNIT PRICE	AMOUNT

5.1.4 **42853 009 333**
MAINTENANCE TRAINING
Maintenance training shall be provided at the bidder's factory. Successful bidder shall provide a minimum of five days training to address the operation, diagnosis and repair of the major systems to include the air system, hydraulic system, all wheel steer system and chassis electronic systems as they relate to vehicle maintenance activities. Cost shall include airfare, transportation, tuition, books, meals and lodging.

1 (EA) $_____ $_____

5.1.5 **42853 009 332**
ELECTRONICS MAINTENANCE TRAINING

Maintenance training shall be provided at the bidder's factory. Successful bidder shall provide a minimum of four days training to address to enable service personnel to troubleshoot, diagnose and repair vehicle electronic systems. This course will enable the student to understand the theory of operation of the vehicle engine, transmission, braking, all-wheel steering, ABS, and electronic system as they relate to maintenance of the chassis electronic system. In addition, the students will learn the proper diagnosis, repair of the above systems to include Caterpillar, Cummins, Detroit, Allison, Wabco ABS, and Truck Electronics Systems. This course shall offer extensive schematic use and troubleshooting exercises. Cost shall include airfare, transportation, tuition, books, meals and lodging.

1 (EA) $_____ $_____

Extended Total Bid Amount $_____
(Unit Price X Quantity for
all items bid).

BIDDER TO SPECIFY ESTIMATED DELIVERY TIME: _____

Type	**4 X 4 CAB FORWARD ALL WHEEL DRIVE CHASSIS WITH 5,000 TPH BLOWER**
G.V.W.R	**50,000 lbs. approx**
Spec. Code	**32857b.42**
Ref: Purch Description	**41-V-20M :86 or latest edition**
Vocation	**For snow and ice control operations on airport runways and taxiways.**

Intent

it is the intent to describe in more detail, an all-wheel drive, two engine design, two stage, rotary snow blower and indicate in general the type and size.

This vehicle shall be all wheel drive and must be designed and manufactured in the United States, for the specific purpose of snow removal, with a minimum 50,000 lb. GVW rating, approximate wheel base of 164" and 5,000 TPH snow removal capacity at speeds up to 35 mph. The configuration shall be front mounted attachments, forward mounted cab design with near center steering, auxiliary power unit between operator cab and rear mounted carrier engine. This vehicle shall comply with all applicable FMCSR and FMVSS quality/safety standards, and requirements of the FAA Advisory Circular 150/5220-20.

All parts and components of this unit shall be engineered and classified as heavy duty, and shall be of the size, material, and strength to sustain the maximum load limits and severe operating conditions encountered in snow removal, while resulting in minimum wear and failure.

These specifications require the doing of all things necessary or proper for, or incidental to the furnishing of said unit. All items of design and equipment not listed in these specifications, but involved in carrying out their intent, are required to be furnished by the bidder, the same as if these items were specifically mentioned and described in these specifications.

The manufacturer / bidder shall be responsible for the correct operation of all equipment supplied.

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

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

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

All wiring shall be color or number coded throughout. All electrical circuits shall be protected by circuit breakers or fuses. All chassis-to-body wiring shall be of the **DIN / WEATHERPACK / DEUTCH** type connections. All sub-contractor / up-fitter wiring procedures and material used, must be approved prior to installation by OFM.

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

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

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

"OR APPROVED EQUAL"

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

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

PROTOTYPES AND EXPERIENCE

The airport sponsor requires this specified piece of equipment in order to maintain the airfield during large and small snow events. It will be a central and critical element in the fleet and in the effort to accomplish the airport's published snow plan. Experience building machines of this nature is mandatory as is a track record of recent manufacture and in-service record for machines comparable and similar to that specified. Therefore, location and contact lists are required in the bid package to enable the airport sponsor to contact at least 10 airports that have taken delivery of similar equipment from the bidder within the last two years. Bids received without including such location and contact list will be considered non responsive and will not be considered.

TYPE AND SIZE

This unit shall be designed for one man operation, and have a fully enclosed, thermally and acoustically insulated, aluminum and glass cab mounted center frame, as far forward as good engineering practices will permit. The operator shall be near center cab positioned for visibility in high speed snow removal operations.

The front attachment to front axle dimension shall be kept as close as possible. This cab location and the axle to attachment dimension are necessary in order to have the operator as far forward as good engineering practices will permit, allowing greater visibility and maneuverability while clearing contaminants from runways and taxiways.

QUALITY/SAFETY STANDARDS

Each bid must include the vehicle (chassis) manufacturer's certification that the vehicle (chassis) meets or exceeds the following requirements based on documented test results. Documented test results shall be provided upon request.

FMVSS 571-103 Windshield defrosting and defogging systems, in accordance with JI944, J198.
FMVSS 571-121 Air brake systems.
FMVSS 571-207 Seating systems.
FMVSS 571-210 Seat belt assembly.
40 CFR CH.1 Pass by noise levels (in accordance with SAE J366).
FMCSR 393.94 Vehicle interior noise levels.
FMVSS 571-101 Controls and displays.
FMVSS 571-108 Lamps, reflective devices and associated equipment.
FMVSS 571-120 Tire selection and rims for motor vehicles other than passenger cars.
FMVSS 571-206 Door locks and door retention components.
FMVSS 271-209 Seat belt assemblies.
FMCSR 393-65 Fuel systems and fuel tanks.
FMCSR 205 Glazing for windows.
FMCSR 302 Flammability of interior materials.

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

MANUFACTURER/SUPPLIER STABILITY
In the interest of continued and reliable service, parts, and technical support, equipment suppliers shall have exhibited a consecutive history of financial stability and manufacture of similar equipment over a minimum of the past ten years. Documentation shall be provided in the bid package to verify such continuous business activity, such as location and contact lists (minimum 10 users), financial statements, and annual reports. In the interest of process and quality control, the chassis manufacturer shall be ISO9001 certified. Because of the critical nature of the product and its application, the burden of proof for this requirement lays with the bidder and/or suppliers.

CHASSIS MANUFACTURER CERTIFICATION
Chassis manufacturer shall be ISO 9001 certified for the production of heavy trucks. Claims of self-certification programs are self serving and are not acceptable for this procurement activity. Third party verification is required given the import and scope of the equipment and the purchaser's equipment procurement program. Certification documentation of chassis manufacturer compliance with 9001 FROM AN ACCREDITED THIRD PARTY is required in the bid package. Bids not including this documentation will be deemed not acceptable.

LOCAL SUPPORT
Because of the critical nature of this machinery and the specialized design of the equipment, local service and technical support are considered an integral part of its purchase. Therefore, all bidders must be authorized dealers of the vehicle proposed, with enclosed and heated service facilities within (50) fifty miles of the customer.

This service facility must make available factory trained mechanics who are completely trained in the delivery in-service, service, and maintenance of the unit offered and must be equipped to offer prompt service on the unit at the in-service location. These mechanics must hold current and valid certifications from the manufacturer. All bidders must be capable of servicing the entire unit including the chassis, and any auxiliary equipment provided thereon.

The service facility must have fully equipped mobile service vehicles.

The service facility must be equipped to handle, without subletting, the following: body repairs, paint work, welding, frame and spring repairs, and power train repairs.

The service facility must provide a technical support telephone contact number. User inquiries shall receive a response to all technical support issues within (4) four hours.

To assure that the spirit of this requirement is met, the bidder shall include verification and proof in the bid package that they and chassis manufacturer have had an established and legally binding agreement for a minimum of (5) five years.

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

MODIFICATIONS TO STANDARD SPECIFICATIONS

2.0 APPLICABLE SPECIFICATION

Provide two (2) printed line set tickets per unit.

All line set tickets (actual part numbers and descriptions used in manufacturing), service, parts, operator, and preventive maintenance manuals shall be provided in a computer readable media, if available. Acceptable file formats are: ASCII, Word Perfect 6.X, Microsoft Word 7.X and Excel, and Lotus 5.X (or previous versions of these programs).

3.0 CAB / CHASSIS

The chassis shall be designed to permit easy and safe mounting and dismounting of the unit for operators and service personnel. Grab bars shall be installed as required for safe mounting and dismounting by personnel following OSHA standards of 3-point contact during all mount and dismount activities. This shall include a minimum 1-inch diameter vertical grab bar behind each door, to include round tactile material for improved grip. The inside of each door shall include a minimum 1-foot grab handle positioned under the window. It shall be made of minimum 1-inch diameter material, round only (no sharp edges or corners) for safety. All sheet metal, cowling, steps and fenders shall be free of sharp edges and protrusions, and include ample supports and bracing to prevent distortion and cracking. All steps or walkways shall be raised lug or expanded metal type construction.

The carrier engine access cover shall be a fiberglass tilting type with an air over hydraulic assist system installed on the vehicle, controlled from the rear bumper area. Hoist shall operate on system air pressure by means of push to operate controls. Hood lift shall include a minimum of two (2) hydraulic cylinders to avoid deformation of engine cover, one on left and one on right, mounted under the hood to avoid snow build up on exposed mechanisms. Lowering shall be accomplished by means of an orifice release to provide a slow and safe lowering of the hood. Two guides shall be mounted below the leading edge of the hood one left and one right, to self align hood as it lowers. Rollers or other appendages on the hood shall lower to the outside of these guides.

3.1 Provide an air ride operator seat, fully adjustable in the horizontal and vertical positions with high back, air assist, arm rests, lumbar support, cloth covered, load adjustable and furnished with 3 point type high visibility safety belts. Adjustable arm rest shall contain joystick for implement control. Arm rest control shall include a vertical stow feature to facilitate easy egress/ingress of operator. A detent shall lock arm rest in the stowed position, with release control provided for operator.
REF: National Standard Plus

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

Provide an air ride passenger jump seat shall be provided to the left of the driver. It shall also be equipped with 3 point type high visibility safety belts.

3.1.1 GLASS

3.1.1.1 Provide a single piece panoramic electronically heated windshield with reverse slope, minimum 2500 square inches. Side windows shall be power roll down type, one on each side of cab in each door, 5-1/2 square feet each. Rear window shall be minimum 3 sq. ft, stationary type.

3.1.1.2 Rear corners of cab shall include sight windows for visibility of processed runway surface, approximately 320 square inches each.

3.1.1.3 Two peep windows, 340 square inches each, required in cab front fascia below windshield to assist operator in monitoring working head and casters.

3.1.1.4 All windows shall be tinted safety glass, DOT approved and stamped.

3.1.1.5 Cab doors shall be provided with full length stainless steel piano type hinges. Hinges shall be bolted to the door and bolted to the cab frame. Hinges shall not be welded to doors and/or cab. Interior lower panels of doors shall include a nonmetallic liner to assist in sound absorption. Side sight peep windows required in each door, 70 square inches each. Glass pane in each skin of door required.

3.2 GVWR 50,000 lbs. approx
Wheel Base 164” approx.

3.3 CHASSIS AND BODY COLORS

The complete vehicle shall be painted with one (1) coat of metal primer and two (2) coats of FAA approved Chrome Yellow acrylic urethane.

The use of other manufacturers’ paints and base colors require prior approval by the OFM, and the submittal of an approx 4 inch x 6 in sample of the base coat / final coat to be used.

3.3.1 through **3.3.4: omit**

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

3.4 CENTRALIZED LUBRICATION SYSTEM **(Plastic lines not acceptable)**
For the purpose of reducing the amount of time required to perform daily and weekly lubricating routines, the entire vehicle shall be equipped with a centralized lubrication system.

It shall meet or exceed the following specification:

A 12 volt DC driven pump, it shall deliver the lubricant specified by the OEM of the chassis and body over reinforced, abrasion resistant flexible lines to positive displacement distribution valves or injectors (where applicable) to fittings for all non rotating lube points. Cab located warning lights shall indicate non-performing trunk lines. The pump shall be wired through the starter/accessory switch. The pump/reservoir shall be in an inconspicuous but accessible location, protected from inclement weather and road splash. The system shall furnish the required quantity of lubricant to all points at the respective intervals.
Ref: Lincoln, Vogel or approved equal

3.5 The interior of cab shall be fully insulated. The floor of the cab shall be insulated with thermal-acoustical sound barrier floor mat.

5.0 CAB & BODY EQUIPMENT

This unit shall have a fully enclosed, thermally and acoustically insulated (83 db as measured 6" from the drivers ear at full engine RPM), aluminum and glass cab. Fiberglass components shall be used where shaping will assist in snow and air flow around the vehicle to avoid snow build up on the unit during operation. This shall include the roof and front cowling. A visor above the windshield outside the cab is required to shield from falling snow and to assist in shading the operator from sun glare. The operator shall be positioned slightly right of center. Minimum cab height shall be 132" as measured from the ground to the top of the cab.

5.1 EQUIPMENT AND ACCESSORIES

5.1.1 Provide high output, fresh air type heater/defroster with multispeed fan motor, mounted behind the operator to minimize visibility obstructions to the front. Cab heater with defroster shall be capable of maintaining a 50 degree F inside temperature at sea level when the ambient temperature is -40 degrees F. Air flow of 380 CFM minimum required.

Provide a screened, louvered vent near cab rear for fresh air intake into Heater/ventilation unit. The heater/ventilation unit shall be digitally controlled, set-it-and-forget-it style with digital settings up to 95 degrees Fahrenheit. Climate control shall include auto mode for fan to provide rapid warm up of cab with automatic throttling down of fan as requested temperature is reached. Vent controls shall be provided from panel selection including defrost mode dictating outside air intake for maximum drying effect. The HVAC system shall include air conditioning for summer use and for winter dehumidifying the cab.

5.1.2 All gauges shall be electrical, illuminated, and shall include but not be limited to Speedometer/odometer, Tachometer and hourmeter that registers when engine is running only, Voltmeter, Air pressure gauge (dual system, physical gauge required), Time of day, Fuel level with low level indicated by color (12% remaining gauge shall be yellow for caution; at 6% level, gauge to be red for urgent situation), Warning Icons required for: Low Air Pressure;ABS Fail; ABS Communication Lost; Engine Stop; Engine fail warning; Low voltage; Engine overheat; Engine low oil pressure; Engine air intake restriction; Transmission overheat; Transmission fail; Engine communication lost; Control system node communication lost; Transmission Communication lost; Parking brake applied; Transmission range; Traction lock engaged; Windshield washer fluid low level indicator ; Message center for fault messages affecting operation.

5.1.3 Provide a minimum of four (4) electric variable speed wiper(s), providing operator absolute, clear line of vision, providing a minimum of 80% swept surface of the windshield. Wipers shall be mounted above the windshield to assist in snow shedding. If parking in a vertical position, wipers shall park within 3 inches of windshield corner posts, or outside of a 90 degree arc centered on the operator's eye position looking forward. Provide heated arctic wipers on right and left side windows.

5.1.3.1 Six quart reservoir for wet arm wipers required. System shall include an automated sequence which soaks the windshield and performs wiper sweep with the press of a single button, minimizing dry wipe.

5.1.3.2 WINDSHIELD DELUGE SYSTEM
Provide a windshield deluge system to maintain operator visibility during snow removal operations. As a minimum, the system shall consist of a 5 gpm pump, a 15 gallon reservoir, discharge nozzles above the front windshield (2), discharge nozzle above each side window (1), discharge nozzle above left and right rear view mirrors, and the associated plumbing to make a functional system.

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

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

Fill point shall be conveniently located below cab door height for easy refill. Discharge shall be controlled by a dash-mounted switch in conjunction with wiper controls. This system shall not rely on regular wet wiper discharge for function, but shall allow single shot discharge for best operational convenience.

5.1.5 Provide dome light, both door and switch activated.

5.1.6 Provide heavy duty self canceling turn signals with hazard switch.

5.1.8 Provide high viability seat belts.

5.1.9 Provide dual, heated, motorized west coast type mirrors operated from the operator position in the cab.

5.1.10 The complete vehicle (moldings, fenders, doors, panel wells, underside of cab floor, interior cab floor, etc.) shall be treated with Ziebart rustproofing protection.

5.1.11 SEE SECTION 3

5.1.12 Provide tire inflation decals, indicating the proper tire pressure in "psi", shall appear on the body or fender above each set of tires.

5.1.13 Provide a tilt/telescoping steering column.

5.1.14 Provide non-skid design surfaces, Grip Strut Grating type, for all exterior step surfaces.

5.1.15 Provide a key type starter switch for chassis engine. Integrated safety checks shall prevent starting when an unsafe condition is detected. Real time feedback to the message center will report what condition is preventing the system from attempting an engine start.

5.1.16 Provide coat hooks.

5.1.17 Provide cup holders (two), and ash tray (one) shall be located front center of cab.

5.1.18 Provide auxiliary power outlets (2) required near center of cab for access by operator or passenger.

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

5.1.19 Provide a master connection point for radios in control console above windshield center of cab.

5.1.20 Provide an electric horn.

5.1.21 Provide multiple access panels in upper console to allow easy access to switch and wiring connections.

6.0 FRAME

6.1 The frame shall be of Grade 8 bolted construction, with heat treated, 120,000 psi yield strength, single channel carbon manganese steel rails, connected by an adequate number of cross members to resist frame distortion from the lateral stress expected in this application.

Minimum bar size shall be 12.375" X 3.875" X .375", with minimum 2,818,000 inch pound RBM per rail. The frame shall be the industry standard 34" width.

FRAME LINERS, WRAPPERS, FISHPLATING, AND BOLT-ON EXTENSIONS ARE NOT ACCEPTABLE.

Provide a straight, full width rear bumper to protect the rear of the vehicle. Bumper shall be approximately 12 inches in height to offer ample protection at rear of the vehicle. For maneuverability, the unit shall have an angle of departure of no less than 20 degrees.

Provide two (2) tow hooks mounted on the rear of the vehicle.

Provide a lubrication data plate (location to be determined).

7.0 AXLE & SUSPENSION SYSTEMS

The rear axle shall be of the drive/steer type and of the full floating, torsion flow type with a single reduction spiral bevel gear design, minimum 23,000 pound GVW hub and brake rating, minimum 10" ground clearance, capable of withstanding the loads of the unit being bid. Provide a driver controlled traction differential unit in the rear axle.

The front axle shall be of the drive/steer type, and of the full floating, torsion flow type with a single reduction spiral bevel gear design, minimum 27,000 pound GVW hub and brake rating, minimum 10" ground clearance, capable of withstanding the loads of the unit being bid. Provide a driver controlled traction differential unit in the front axle.

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

For extended life, the steering-drive wheel ends shall be bolted to and removable from the center section of the axle housing. The cardan drive type joints shall be totally enclosed within a sealed ball and socket to protect the moving parts of the axle and steering joints from dirt and slush. The trunnion pins shall be supported by pre-loaded tapered roller bearings to insure long life and smooth steering at all cramp angles.

7.3 Omit

7.5 Front axle GAWR: 23,000 lbs

Provide a front axle drive/steer type, and of the full floating, torsion flow type with a single reduction spiral bevel gear design, minimum 27,000 pound GVW hub and brake rating, minimum 10" ground clearance, and shall be capable of withstanding the loads of the unit being bid.

Provide removable steering-drive wheel ends, totally enclosed with a sealing ball and socket to protect the axle and steering joints from dirt and slush.

Rear axle GAWR: 27,000 lbs

Provide a rear driving axles, full floating, torsion flow type with a single reduction spiral bevel gear design, minimum 23,000 pound GVW hub and brake rating, minimum 10" ground clearance, capable of withstanding the loads of the unit being bid.

7.6 The rear axles shall be equipped a driver controlled traction differential, with magnetic oil drain plug.

8.0 BRAKES / AIR SYSTEM

8.3 The brake system shall be air operated, ABS, with an engine driven 15.7 cfm air compressor minimum, and with moisture ejector supplied reserve tanks. The braking system shall meet or exceed all Federal and State requirements for this type and size vehicle.

Front brakes, drum type, "S" cam type, non-asbestos lining, bolt on two (2) section, inspection covers / dust shields.

Rear brakes, drum type, "S" cam type, non-asbestos lining, bolt on two (2) section, inspection covers / dust shields.

Provide automatic slack adjusters.

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

8.4 Provide an air dryer.
Ref: BENDIX, SYSTEM GUARD AD-9 or approved equal.

8.5 Provide all air tanks with cable releases bleeder, for easy bleeding.

9.0 ENGINE

9.2 Engine shall be diesel turbocharged, per the following specifications.
2007 EPA COMPLIANT

Max. Horsepower	470 HP @ 2100 RPM, approx
Cylinders	Six (6)
Displacement	12.0 liters, approx.
Torque	1550 lbs /ft @1200 RPM

Engine shall be installed in accordance with engine manufacturer's instructions, and the chassis manufacturer will be able to furnish proof of engine installation approval by the engine manufacturer.
Ref: CATERPILLAR C-13

10.0 ENGINE EQUIPMENT

10.5 Provide a dry type two stage air cleaner is required with provisions for modification of air intake, offering both outside of hood and under hood air intake as required by seasonal and local conditions to assure that engine manufacturer’s intake air temperature limitations can be met. Chassis engine air intake filter canister (s) shall be located under the chassis engine hood on stand away brackets to avoid snow build up on exposed mechanisms.

10.6 Provide manufactures engine protection / monitoring / shut-down system.

10.7 Provide an engine block heater, 1500 watt, furnished with a CCMB receptacle with hinged cover.

10.8 Provide vertical exhaust pipe with rain shield and stainless steel personnel guard.

10.9 Provide magnetic oil drain plug.

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

11.0 TRANSMISSION / TRANSFER CASE

11.1 Provide an Allison Gen IV 4000 series four-speed automatic minimum, with a low gear ratio of 3.51:1, and shall be supplied with the appropriate torque converter for this application.

Shifting shall be accomplished via a shift control within easy reach of the operator. Provide a low transmission oil level sensor system shall be included in the electronic transmission.

Provide a touch pad control shall be located near driver, enabling operator to shift gears with left hand.

Provide a dedicated back up connection between touch pad shifter and vehicle electronic system EXTERNAL TO THE J1939 DATA BUS CONNECTION to allow operator to shift into gear during fault mode or if main J1939 data bus fails. This back up connection is essential for emergency egress from active runways.

11.2 Provide a transmission cooler, located integral to the radiator.

11.3 TRANSFER CASE

Provide two speed type transfer case with automatic locking/unlocking differential.

Provide a Hi-Lo range selection through an air shift linkage with speed protection to assure positive engagement. Shafts shall be supported by tapered roller bearings. Upper shaft and bearings shall be pressure lubricated by means of a lubrication pump driven off the top shaft. Pump shall be external to the case to facilitate maintenance throughout the vehicle's life.

The transfer case shall have a torque transmission capacity exceeding the maximum torque developed by the engine and transmission, and shall be approved for the application and be manufactured by the chassis builder.

12.0 STEERING (FOUR WHEEL STEERING SYSTEM)

Front axle steering shall be Sheppard dual gear integral hydraulic power assist gear type. The steering gear shall be rated for heavy-duty service. Four wheel steering shall be electronically coordinated through the standard steering wheel. A selector switch within easy reach of the operator shall provide the option of front steer only, crab steer, or coordinated front/rear steer. Additionally, a single axis joystick, or thumbswitch, shall be provided for controlling rear steer

only.

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

The system shall include safety provisions for dampening of all wheel steer effects at higher speeds, but it shall also allow full operation while the vehicle is moving at lower speeds. An indicator shall be provided in the cab to display mode selected and rear wheel position. Also for safety, there shall be a mechanical linkage maintained at all times between the steering wheel in the cab and the front axle to assure the ability to control the vehicle in the event of hydraulic or electrical system failure. Safety dampening of all wheel steer effects shall be related to vehicle speed and all wheel steer be available in both transfer case speed ranges.

Due to the conditions under which the vehicle will be operated the ability of this equipment to operate safely at all speeds while maximizing maneuverability, and provide the operator the ability to select the desired mode of operation "on the go" an electronically controlled rear axle steering system which operates in conjunction with the mechanically controlled front wheel steering system is required. This system must consist of the following components and operating features.

The all wheel steering system consists of the following major components:

The vehicle's original front steering system.

A driving, steerable rear axle.

Various hydraulic control valves, wheel position sensors, speed sensor and a steering cylinder located on the rear axle.

ECU (electronic control unit) and control panel (located in the cab)

12.1 OTHER REQUIRED FEATURES

12.1.1 All of the all wheel steering system controls are to be located in the cab easily accessible to the operator.

12.1.2 The all wheel steering system must be preprogrammed with multiple steering modes for improved maneuverability.

12.1.3 The driver must have the option to select one of the following modes of operation "on the go" based on the driving conditions at hand.

12.2 FRONT STEER

When in the front mode the vehicle behaves like a conventionally steered vehicle. In this mode, the axle lock remains in the locked position and the rear axle does not steer. Use this mode when enhanced maneuverability is not needed or during operation at speeds greater then 30 mph, such as highway travel or straight ahead high

speed brooming operations.

12.3 COORDINATED STEER

This mode gives the operator the tightest turning radius of any of the available modes. When the front axle is steered, the rear axle turns in the opposite direction of the front, which reduces the turning radius and enhances maneuverability. This mode also has a deadband feature. Deadband allows the vehicle front axle to be turned a predetermined number of degrees in either direction before the rear axle steers. The deadband varies according to the speed of the vehicle. The rear axle lock remains engaged (locked) when the front axle is within the deadband range.

12.4 CRAB STEER

When the front axle is steered, the rear axle steers in the same direction as the front axle. This makes the vehicle travel in a diagonal motion, sometimes called “crab walking”. This mode can be useful for parallel parking or for counteracting side forces applied to a vehicle, such as during low speed snow removal. This mode also has a speed controlled variable deadband.

12.5 JOYSTICK OR MANUAL REAR STEER

When in this mode, the rear axle is controlled only by the joystick, or convenient thumbswitch, independently of the front wheel position. Use this mode only during low speed operation. This mode is particularly useful when backing the vehicle or when the vehicle is blowing large amounts of snow and more blower head broom angle is desired.

The hydraulic locks remain operational; however, the mechanical lock is disengaged (unlocked) at all times when in this mode.

12.6 SWITCHING BETWEEN MODES

The mode switch may be moved at any time; however, the ECU will not switch modes unless the front axle crosses center. If the front axle does not cross center the system remains in the previous mode until the front axle crosses center. The rear wheels must be in the straight–ahead position before the mode change occurs.

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

12.7 REAR WHEEL POSITION GAUGE

The system must include a rear wheel position gauge, which performs the following three functions:

12.7.1 CALIBRATION INDICATOR

The LED bar graph on the display gauge is used for calibrating the wheel position sensors. The LED bar graph display shows the position of the angle sensors for adjustment purposes.

12.7.2 REAR WHEEL POSITION INDICATOR

The LED (light emitting diode) bar graph display shows the operator the position of the rear wheels. When the rear wheels are in the straight–ahead position, the center green LED will be on. When the rear wheels are turning left, the LED bar graph sweeps from center to the left in proportion to the rear wheel angle. When the rear wheels are turning right, the LED bar graph sweeps from center to the right, in proportion to the rear wheel angle.

12.7.3 ERROR CODE DISPLAY

The error code display is used in troubleshooting. If an error is detected by the ECU (electronic control unit), it signals the operator. This display is also used during system start–up to display the current CPU (central processing unit) software revision level.

12.8 MODE LIGHTS

The mode light feature consists of four lights

12.8.1 The FRONT mode light is lit when the all wheel steering ECU is operating in the front steer mode and the three-position mode switch is in the front steer (center) position.

12.8.2 The AXLE LOCKED mode light is lit when the rear axle is mechanically locked in the straight–ahead position. This light also comes on when the all wheel steering ECU detects a system problem and an error code is displayed on the rear wheel position gauge.

12.8.3 The COORD mode light is lit when the all wheel steering mode switch is in the coordinated steer mode position and the ECU is operating in coordinated steer mode.

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

12.8.4 The CRAB/JOYSTICK mode light is lit when the three-position mode switch is in the rear steer position and the ECU is operating in the rear steer mode.

12.9 MANAGERS SWITCH

A key switch must be provided which will allow supervisory personnel to “lockout” or “enable” operation of the all wheel steer system. This switch is included to insure that only those operators who are qualified to operate the vehicle all wheel steering system are permitted to do so.

12.10 Provide an auto-center feature is required to assist in relocating the rear axle to the straight ahead position after use of the independent rear steer mode.

12.11 ALIGNMENT

The vehicle is to be delivered with a wheel alignment report verifying proper alignment and set up of all steering axles, both left and right side. Report shall show camber, caster and toe-in before and after adjustment against acceptable product limits.

A sample of such alignment report is to be provided in the bid package. This sample shall verify that such testing is standard practice for the manufacturer. A special procedure to satisfy this requirement for this procurement only does not demonstrate the quality procedures and standards desired by the purchaser.

13.0 ENGINE COOLING SYSTEM

Provide a heavy duty radiator, horizontal flow for maximum cooling with the top & bottom tanks, and side members bolted together to form a rigid frame. The tanks shall be steel and the core shall be constructed of copper and brass. Sturdy steel support rods (minimum ½ inch diameter) between radiator and frame, complete with rubber vibration isolating pucks at frame end are required. Provide at least one support bracket on left and right of radiator, providing stability for the cooling package.

13.2 Provide permanent long life antifreeze protection to -40 degrees Fahrenheit to meet Original Equipment Manufacturer's engine specifications.

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

13.3 CHASSIS ENGINE COOLING SYSTEM CERTIFICATION

Certification and proof of chassis engine cooling tests are required in the bid package. Certification shall include a dated, signed letter from the engine manufacturer indicating approval of the installation as bid. Certification shall prove suitable cooling capacity in ambient temperatures up to 110 degrees when operated at maximum horsepower. Certification shall be for horsepower equal to or greater to the horsepower required within this specification.

Lack of proper certification proof in the bid will be considered reason to reject any proposed unit as an untested and unreliable prototype.
ALUMINUM RADIATORS WILL NOT BE ACCEPTABLE.

14.0 ELECTRICAL AND LIGHTING EQUIPMENT

All lighting on the vehicle shall conform to FMVSS. Starting and lighting shall be twelve volts, and shall include but not be limited to the following:

All digitally controlled electrical circuits shall be protected by solid state circuitry and logic. Power supplies to control modules shall be protected by manual reset circuit breakers. Master wiring circuitry boxes shall be mounted behind operator. Manual reset circuit breakers controlling all analog circuits shall be easily accessible.

Electrical system shall be multiplex technology for efficiency and maximization of control parameters. All lighting on this vehicle shall conform to FMVSS.

Weatherproof wiring shall be SLX nomenclature type, insulated and numbered, required circuit breakers for analog circuits shall be located in an easily accessible weatherproof electrical panel.

14.1 Provide two (2) fender mounted headlights w/ integral turn signals per FMVSS.

Provide two (2) headlights with high/low beam and integral turn signals mounted on a light bar near front outside corners of cab near leading edge. Light bar shall be vertical and made of round material to allow infinite positioning and aiming of auxiliary lighting as specified. Deutsch type sealed connector required at each light bar to pass electrical connections through cab shell.

Provide two (2) HID lights on cab mount light bar with switch in cab.

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

BODY LIGHTING

14.1.1 Stop, turn and tail lamps shall be 4" round, sealed, shock proof and weather resistant, LED and shall incorporate a reflector.
Ref: TRUCK-LITE LED, MODEL 44 (44082R)

Clearance and marker lamps shall be 22" round, sealed, shock proof and weather resistant, LED and shall incorporate a reflector.
Ref: TRUCK-LITE LED, MODEL 10 (10250R/Y)

Back up lamps shall be 4 " round, sealed, shock proof and weather resistant. Lamp assemblies shall be mounted in a sealed box with a rubber grommet. Location to be determined at the Pre-production inspection.
Ref: TRUCK-LITE LED MODEL 44 (44205C)

ALL LIGHTS SHALL BE SEALED UNITS, WEATHER AND SHOCK PROOF WITH RUBBER GROMMET MOUNTING, WHERE AVAILABLE. ARMORED MOUNTING BRACKETS SHALL BE USED IF RUBBER GROMMET ARE NOT AVAILABLE. ALL WIRING SHALL BE TRUCK-LITE, 50 LED SERIES- SUPER SYSTEM HARNESS

14.2 Provide one (1) roof mounted strobe light, amber lens, with branch guard and cab control.
Ref: Whelen 800 DAP

14.3 Provide variable intensity instrument lighting

14.4 Provide a 12 volt alternator. 160 amps minimum output at 1500 rpm.

14.5 Provide Four (4) 12-volt, maintenance free batteries with a total 3800 cold cranking amperes. Batteries to be installed in a separate frame mounted compartment with corrosion resistant interior. On board 110/12 volt trickle charger required, 1.5 amp minimum.

14.6 Provide a master battery disconnect switch. Switch shall be mounted at batteries.

14.7 Provide a starting motor with over crank protection.

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

14.9 ON-BOARD DIAGNOSTICS AND ELECTRONIC CONTROL SYSTEM

Functional control of vehicle shall be centered on an electronic control system utilizing J1939 data bus. Reliability and precision operation of the unit requires heavy reliance on solid state circuitry and components and minimized reliance on traditional multipin "physical switch" type relays. Electronic control systems shall include on board diagnostic assistance and other features to simplify the operation, troubleshooting, and repair of the unit. Proprietary engine and Allison transmission data and troubleshooting readout not required. .

14.10 ECU'S, VIMS, POWER MODULES AND DIRECT CURRENT CONTROLLERS

Electronic control modules shall be of the highest reliability and durability for use in mobile equipment. System shall comply with the following:

14.10.1 High amp manual resettable circuit breaker protection is required upstream from the electronic control modules.

14.10.2 Y's from the data bus to the modules shall be physically labeled in the vehicle for ease of maintenance and troubleshooting.

14.10.3 Control boxes shall include a dual external LED tattletale, one LED displaying constant illumination indicating power supply, and one LED displaying a "heartbeat" indicating internal proper function.

14.10.4 A timer module shall serve to keep electronic modules live for 5 hours after last cycle of door switches indicating egress from vehicle. This unit shall maintain heartbeats and power indicators at modules and their function without the key switch on. After 5 hour period without a change of status in door switches, unit shall automatically shut down completely.

14.10.5 Data bus terminal resistors shall be EXTERNAL to control modules for ease and economy of replacement. Terminal resistors within the control boxes shall NOT be used as part of the electronic system structure;

14.10.6 Certifications of testing and durability of electronic modules
MI-RFI (meeting mil-spec of 150 volts/meter.
Salt spray survival for 1,000 hours minimum (ASTM B117)
Water immersion
High temperature tested at 125% overload for 100 hours, minimum;
Vibration tested to 50 g's

14.10.7 VIM shall be capable of 245 amp sustained output capacity to provide engineered margin of safety.

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

14.10.8 VIM shall be overload and reverse polarity protected with self diagnostic capabilities.

14.10.9 Field Effect Transistors (FETs) shall provide power output to electrical functions, acting as a solid state relay and circuit breaker in one.

14.10.10 FETs shall shut off automatically in the event of short to ground, cycling on and off to test itself for proper function to avoid damage while allowing search and repair of fault.

14.10.11 Individual FET ratings and over-current protection to be programmed to values of 1 to 15 amps depending on task assignment.

14.11 ON BOARD DIAGNOSTICS FEATURES AND PERFORMANCE

Electronic control system shall include and enable diagnosis of chassis system and function by means of the LCD dash display. Engine and transmission diagnosis shall be accessible via accessible connect ports on vehicle, but need not be in the dash display. Engine and transmission diagnostics programs and equipment need not be provided with this vehicle. System shall include the following at a minimum:

14.11.1 Message area on LCD to display error message to operator as any system function fails. Available during operation on operations screen.

14.11.2 Error message toggle if more than one failure is present.

14.11.3 Password registration with chassis OEM's Service Department.

14.11.4 Memory retention of failures until cleared by maintenance personnel with password access.

14.11.5 Real time operational indicator of system function on diagnostics/maintenance screens.

14.11.6 Provide all cable kits, software and CD for CZ diagnostics.

15.0 TIRES *(ALL TIRES SHALL BE OF THE SAME MANUFACTURER)*

Provide proper sized tires and wheels for the GVWR rating of the vehicle being bid. Single steel disc wheels shall be provided for the front and rear axles.

15.4 The tires shall be:
MICHELIN XLZ 395 / 85R20 steel belted, tubeless

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

15.5 Provide (1) front and (1) rear spare tire/wheel mounted assembly with each unit. (Shipped Loose)

16.0 FUEL TANK

16.1 Provide dual fuel tanks with a minimum a minimum total capacity of 250 gallons.

The tanks shall be constructed of heavy gauge steel and be properly fastened to the frame.

Provide a four inch diameter filler neck with chain connected cap and brass tank drain plugs shall be provided. Fuel tanks shall be interconnected, single side fuel fill, 30 GPM fill rate with shut-off valves at each end.

16.2 Provide a heated fuel/water separator, combination design. Flow capacity to be compatible with maximum engine fuel flow rates.
REF. RACOR or approved equal.

17.0 SAFTEY EQUUIPMENT

17.1 Provide a warning system, door open – transmission in gear, sounds horn is required

17.2 Provide a back up alarm, with auto adjustment for noise level,
Ref: Preco 1040

17.3 Provide a 5 lb fire extinguisher.

18.0 WARRANTIES

(100% PARTS, LABOR, AND TRAVEL TIME WITH NO DEDUCTIBLE, LESS WEAR ITEMS)

A LIST OF ALL WEAR ITEMS MUST BE SUBMITTED WITH BID

Engine	5 years, Unlimited Miles / Hours
Transmission	5 years, Unlimited Miles / Hours
Differential	2 years, 30,000 Miles
Cab & Chassis	2 years, Unlimited Miles / Hours
Oshkosh Manufactured Items	All components ie: utilized in starting, charging, accessory systems including harness, sensors, modules, etc.

A LIST OF ALL NON OSHKOSH ITEMS MUST BE SUBMITTED WITH BID

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

Cab & Chassis	Manufactures Standard warranty on all **"Non Oshkosh Items"** All components ie: utilized in starting, charging, accessory systems including harness, sensors, modules cranking motors, alternator, regulators etc.
Attachments /added equipment	Manufactures Standard warranty
Cab & Chassis Structural	5 years, Unlimited Miles / Hours

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

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

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

Transportation to and from the vendor's site, if required, is the successful bidders responsibility. If transportation is performed by City forces it will be invoiced at **$52.00/hour.**
BIDDER INITIALS _____

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

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

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

The warranty registration forms shall be supplied to the City, by the successful bidder, listing component description and serial number and chassis serial

number. Each form shall require the signature of a representative of the City (OFM), the successful bidder and the subcontractor, where applicable.

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

The City recognizes only the warranty terms cited in the Invitation to Bid and agreed to in the contract awarded to the successful bidder, under Warranty, section 18 and Engineering Responsibility & Chronic Complaints/Failures, Section 35.

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

19.0 PRE-PRODUCTION INSPECTION:

19.1 Provide the Office of Fleet Management pre-construction meeting for one person on each trip. The successful bidder shall incur all expenses for lodging, meals, and transportation (transportation will be via air if more than 125 miles one way).

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

21.0 QUESTIONS REGARDING BID
All questions regarding the bid specifications should be directed to OFM.
Bud Lipski @ 215-686-1875 E-Mail @ bud.lipski@phila.gov

22.0 ILLUSTRATION & DRAWINGS (REQUIRED)
The bidder shall furnish with their bid, two (2) sets of illustrations and complete data sheets to assist the purchasing and using agencies in determining weather the vehicle offered is adequate to perform the work specified and if it meets the bid requirements / description.

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

30 SHIPMENT AND DELIVERY

30.1 Delivery Information - Final Delivery shall be made between the hours of 8:00 AM and 3:30 PM, Monday through Friday, except City Holidays. Each unit shall be accompanied by a Delivery Slip which will contain the City's Bid Number, Item Number, Purchase Order Number, and Serial Number of the Unit.
VENDOR MUST NOTIFY OFM, THIRTY (30) DAYS PRIOR TO MAKING ANY DELIVERY.

DELIVERY CONTACT PERSON:	PETE BAKER 215-686-1877 BUD LIPSKI 215-686-1875 OFFICE OF FLEET MANAGEMENT 100 S. BROAD STREET, 3RD FLOOR PHILADELPHIA, PA 19110
DELIVERY LOCATION:	OFFICE OF FLEET MANAGEMENT SHOP 415 3895-99 RICHMOND STREET PHILADELPHIA, PA 19137 PHONE (215) 685 - 1232

31. INSPECTION

31.1 Pennsylvania State Inspection - Each vehicle shall pass the Vehicle Code Examination of the Department of Transportation, Commonwealth of Pennsylvania; when delivered, chassis vendor shall have attached current State Inspection Stickers in the proper location. (If Required)

31.2 OMIT

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

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

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

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

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

31.4 OFM, Bureau of Quality Assurance, shall be notified when the Pilot or First Production Model is available for inspection.

32.0 CERTIFICATIONS & MANUALS (PER ORDER)

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

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

32.3 OPERATION, MAINTENANCE AND REPAIR DATA

Prior to the delivery of the first units, the vendor shall forward directly to the Office of Fleet Management, Maintenance, Operating and Repair manuals and Parts Lists as specified below. The manuals shall be shipped separately to OFM 100 S. Broad Street 3rd Floor, Phila, Pa. 19110 and not with the units. All manuals shall be in the form of neatly bound books, with durable covers, and shall be properly identified with the manufacturer's name, model and serial number of the equipment.
The operating and maintenance or shop manuals shall be the latest manufacturer's handbook, covering in detail the recommended operating, maintenance and service procedures.

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

32.3.1 Three (3) set of manuals as described shall be furnished for each unit delivered.

The successful bidder shall provide the following product documentation and support information: operators, parts, and service plus internet access to parts books.

Successful bidder shall provide both paper and electronic copies of electrical schematic that include a computer search function. Successful bidder shall also provide the software required to view schematics and operate this search function. The cost of the software and any license fees for use are to be included in the single bid price.

If the electronic schematic is multipage, paper copies of schematics shall include reference indicators directing the reader to connection points on other pages by sheet number and grid location within each sheet.

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

32.3.2 Preventive Maintenance Instructions

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

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

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

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

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

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

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

33.0 SIGNS

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

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

34.0 INSTRUCTIONS & TRAINING

The vendor shall furnish three (3) video training films, VHS 2 inch, covering the following subjects (if available):
Operator Training
Routine Maintenance
Preventive Maintenance

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

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

Operators	Philadelphia Int. Airport Five working days or to cover all shifts
Technicians	**SEE PRICING PAGE**

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

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

35.0 HIGH SPEED BLOWER ASSEMBLY

35.1 AUXILIARY ENGINE

The auxiliary engine shall be of the four stroke diesel type, six (6) cylinder, minimum 964 cubic inch displacement, developing a minimum of 700 horsepower at 2100 RPM, Caterpillar or larger. A doghouse or other protective enclosure of fiberglass construction shall be provided for the engine installation. Doors for maintenance access to the auxiliary engine shall be removable and held in place by rubber retainers to avoid rattling of the doors. When removed, full access to the sides of the engine shall be provided from the required catwalks on both sides of the engine. The auxiliary engine shall have an electronic control system, and have the same protection (power derate) systems and instrumentation as required for the vehicle engine, plus an intake air warning system for high intake vacuum. The engine installation shall also include 12 volt start (Delco 50MT), automatic shot, thermally locked ether starting aid, exhaust approved for the application by the engine manufacturer, an air restriction indicator, and an automatic inside/outside air intake system. A coolant heater shall be a 1500-watt block type with receptacle. The electrical connection for the required on-board coolant heaters (both the carrier and blower engine) shall be mounted at the left side of the vehicle.

Auxiliary engine cooling system shall include a heavy duty vertical flow radiator, with the top & bottom tanks, and side members bolted together to form a rigid frame. The tanks shall be steel and the core shall be constructed of copper and brass, 1300 sq in minimum. Thermostatically controlled fan clutch is required. ALUMINUM RADIATORS ARE NOT ACCEPTABLE. A spin-on coolant filter and silicone radiator hoses are required.
RPM control shall be by means of electric switch convenient to the operator to bump or ramp up and ramp down engine RPM.

35.2 BLOWER ENGINE COOLING SYSTEM CERTIFICATION

Certification and proof of the blower engine cooling tests are required no later than the time of unit delivery. Certification shall include a dated, signed letter from the engine manufacturer indicating approval of the installation as bid. Certification shall include the ambient temperature in which the engine can work at maximum power output, perform reliably, and stabilize at a temperature acceptable to the engine manufacturer. Certification shall be for horsepower equal to or greater to the horsepower required within this specification.

35.3 SIDE DRAIN KIT SNOW BLOWER AND PRIME MOVER

For ease of maintenance, a side drain kit is required. This kit shall include hosing and valves to allow easy draining of operational fluids from vehicle components. Specifically, outlets and hoses shall be supplied and labeled to allow draining of the blower radiator and cooling system, chassis radiator and cooling system, snow blower (auxiliary) engine oil, blower drop box, main blower hydraulics reservoir, and chassis

steering oil/attachment lift hydraulic reservoir. Outlets shall be frame mounted in area(s) to allow easy access.

35.4 QUICK HITCH

The vehicle shall be equipped with a quick hitch device to allow the use of the snow blower head or optional attachment. The truck portion of the hitch shall be the parallel, lift to attach type, activated by two double acting cylinders. The upper horizontal sections of the hitch shall be a heavy walled tube of at least 3/8" wall to act as the receptacle for the head portion of the hitch. All bearing surfaces shall be equipped with grease fittings.

The attachment portion of the hitch shall have two flame cut curved arms that will hook into the upper receptacle and rest on an angle iron pocket on the lower receptacle. The attachment part of the hitch shall lock by means of a 2-1/2" x 1/2" wall tube. This locking tube shall slide through the lower receptacles and lock in place by means of a snap pin. The locking tube shall be equipped with a grab handle.

Mating, except for locking, shall be accomplished hydraulically and operated from inside the cab. There shall be no hydraulic lines inside the cab. The hitch hydraulics shall be powered by a chassis engine driven hydraulic pump, and shall be capable of lifting the entire blower head off the ground.

35.5 TWO-STAGE ROTARY SNOW BLOWER (HIGH SPEED MODIFIED)

The rotary snow blower shall be a two-stage unit including an auger or ribbon, and a separate impeller to effectively feed and displace snow and/or ice. The blower unit shall be designed to withstand hard usage, and cold climates. The materials, parts and construction techniques shall conform to the best engineering practices. It shall have a minimum capacity of 5,000 tons per hour with a casting distance as measured from the blower to the point of maximum deposition under a no-wind condition of 100 feet. A second drop box gear ratio shall be provided to cast a longer distance for operational flexibility. The performance specifications are based on snow with a unit weight of 25 pounds per cubic foot.

The blower shall be a helical ribbon auger first stage with a second stage impeller. The first-stage ribbon shall act to cut and feed snow to the second stage impeller which shall force the snow out of a snow casting chute.

Rotary-head box shall be fabricated of heavy gauge, high wear, welded alloy steel with 3/8 inch side plates and 3/16 inch moldboard suitable for the type of expected service and formed to the contour of the ribbon reel conveyor. Provisions on the box shall be made for vehicle mounts, skid pad and caster brackets, scraper blades and associated hardware, drives, and controls.

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

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

A polyurethane scraper blade shall be fitted to the lower leading edge of the rotary head box. The blade shall run the entire box width and be of a removable design. Blade shall be attached by at least 11 countersunk mounting bolts equally spaced along the blade. Replaceable skid shoes shall be at least 5-1/2 X 7-1/2 inches and shall be provided at either end of the head to protect the scraper blade and blower housing from excessive wear.

35.6 HELICAL RIBBON

The helical ribbon shall be a minimum diameter of 52 inches and have a minimum of two bearing supports, one at each end of the reel, and be driven from both ends. Dual motor drive is essential for reliability and performance. Motors shall be variable displacement electronic control. Single motor drive is unacceptable. Likewise, open propshaft drive within the path of snow flow is unacceptable. If the dual motor drive is provided at the center, driving outward, propshaft and/or drive mechanism must be in an enclosed case. The ribbon flights on each reel shall be two removable halves and mounted on the reel shaft by the necessary number of mounts with flat head fasteners. The ribbons shall be made from ASTM A572 GR 50 steel with a minimum thickness of ½ inch. The reel shall be constructed with a curb ring for protection to any exposed parts of the reel. A minimum of clearance shall exist between the rotary head box and the reel to reduce snow plowing and carryover. The cutting width shall be not less than 102 inches. Reel speed shall be selectable by the seated operator for variable snow and operating conditions without varying the impeller speed and cast distance. Operator shall select from six (6) speed settings correlating to ground speed required. Ribbon speed shall automatically adjust to torque loads generated by snow input with the selected speed being the highest speed enabled.

The reel shall be driven hydrostatically and be reversible from the cab to aid in disgorging excessive or clogged snow from the head by means of a switch in cab. Pump shall be electronically controlled. Manual cable control is old technology and troublesome and will not be acceptable. Hydrostatic relief shall be provided to protect the system should ingestion of foreign objects occur. A low oil level/high oil temperature warning system shall alert the operator in the cab to abnormal conditions. A manual shut off valve shall be provided at the outlet of the hydraulic oil reservoir.

Side plate skirts are required on each ribbon side plate to assist in snow control at higher speeds. Units shall utilize rubber or poly cutting edge material that is replaceable as a wear item.

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

35.7 IMPELLER SYSTEM

The impeller system shall have a minimum diameter of 59 inches with a minimum depth of 21 inches. It shall be designed to be consistent with the capacity of the in-putting reel. The opening, blade diameter and speed ratio shall ensure proper snow flow and discharge to the casting chute. The five impeller blades must be replaceable and be attached with countersunk fasteners. All blades shall be constructed and balanced to be resistant to vibration and shock damage caused by high speed ingestion of foreign objects. The impeller shall be driven by direct mechanical means.

The blower drive shall include a full torque 3-plate PTO 14 inch clutch, controlled from the cab, for blower drive engagement. Clutch engagement shall be electric over air actuated and offer protection against engaging clutch when blower engine is over 700 rpm. Clutch engage selection shall automatically engage ribbon drive in forward direction. For safety, the clutch/ribbon engage button shall be illuminated GREEN when activated as a visual reminder to operator of the status. Clutch shall automatically disengage if engine is shut off to avoid attempts at start up with impeller engaged.

A two-speed reduction gear system shall be provided between the blower engine and the impeller to provide proper torque and speed at the impeller while allowing the engine to operate at the RPM providing maximum efficiency. An electronically controlled lock out system shall automatically assure that gear change is made only with clutch disengaged and shaft movement at low enough speeds to avoid damage to gear system. Shift shall be by means of electric over air control. Switch shall be stage bump type, moving the shift from low to neutral to high or high to neutral to low in two bumps, one for each shaft movement. For vehicle and equipment protection, if the shift is not completed by the electric/air system within one minute, the system shall cease attempts at range shift and notify the operator of the failure by flashing light at the control switch. Operating range of the transfer case to be displayed on the main dash LCD screen.

The gear box shall include helical gears with pressurized lubrication system. CHAIN TYPE DROP BOXES ARE NOT ACCEPTABLE. Driveline shall be Spicer 1710 Series or equal. Shear bolts shall be provided in the impeller drive train to minimize damage should ingestion of foreign objects occur. The shear bolts shall be accessible and replaceable from behind the intake face of the blower to eliminate removing snow from the blower intake to replace the bolts.

The snow casting assembly shall consist of a controllable chute, impeller or turbine snow collector and a control system. The system shall be designed to accept the maximum output volume of the impeller assembly, with an interior free from sharp bends or obstructions. The impeller housing shall be built of 3/8 inch steel, and the snow casting assembly shall be built of 1/4 inch steel.

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

The casting chute assembly shall rotate in a vertical plane to cast snow to the left or right side of the vehicle thru a minimum arc of 125 degrees. It shall flat cast to the left. FLAT CAST TO THE RIGHT IS NOT ACCEPTABLE.

A weight transfer system is required to keep approximately 2/3 the weight of the blower head on the front axle of the truck and approximately 1/3 on the caster wheels. Truck shall automatically be set in weight transfer mode when the blower clutch is engaged, and automatically be in weight transfer after lowering the head from a transport position. Use of the head in other than weight transfer for special operations and applications shall require operator to hold joystick forward in the "lower position."

A minimum of two rubber tired caster wheels shall be provided which can swivel 360 degrees for backing. This load rating shall be acceptable at speeds up to 30 MPH.

The rotary head assembly shall have a provision for raising the head from the pavement. The hydraulic lift mechanism shall be fully operable from the control cab, with hydraulic pump driven by the chassis engine. Minimum ground clearance shall be 8 inches under the leading edge when rotary head is at maximum height. Rotary head drive system shall not bind, rub or vibrate excessively when head is raised to maximum height and shall be able to travel a minimum of 2" below ground level with positive down pressure to clean out surface depressions. A vertical float position shall be included in the control system.

36.0 ENGINEERING RESPONSIBILITY & CHRONIC COMPLAINTS/FAILURES

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

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

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

original, stated, warranty period.

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

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

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

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

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

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

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

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

38.0 PERFORMANCE DOCUMENTATION

38.1 The Vendor shall supply with their bid package, a list containing the following;

38.1.1 At least ten (10) airports with like make and model vehicles

38.1.2 The names, titles and phone numbers of contact people at those airports

BIDDER INITIALS _____

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

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
STANDARDS DIVISION

SPECIFICATION

TRUCKS: AUTOMOTIVE INTERNAL COMBUSTION ENGINE

1. SCOPE & CLASSIFICATION:

This specification covers the general requirements for Trucks in various body styles and weight classifications. The Trucks shall be powered by internal combustion engines. They shall be constructed, assembled and equipped to perform properly under the operating conditions for which they are intended. Each unit shall be unused in all component parts and shall be the latest model in current production and include all accessories normally furnished as standard as shown in current literature. These specifications shall be construed as minimum and where the manufacturer's fleet standard exceeds these, vehicles shall be so furnished; where optional equipment is specified, the description thereof shall be the governing minimum. They shall be registered with the Pennsylvania Department of Revenue for the License Class and Axle Weights indicated in the purchase description.

This specification shall be used in conjunction with appropriate detailed chassis purchase description for the specific type of truck called for in the Invitation to Bid (See Index - Last Page).

(NOTE): - Reference to GVW in these specifications is a guide only; final GVW rating shall be determined by the D.O.T. Rules and Regulations in regard to axles, springs, suspension, brakes and tires as required in the T-Form Specifications.

2. APPLICABLE SPECIFICATIONS:

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

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

TRUCKS, AUTOMOTIVE, INTERNAL COMBUSTION ENGINE - SPECIFICATION 41-V-20M:86

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"**T" - SPECIFICATIONS:**

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-T2 - TRUCK, CHASSIS, REFERENCE 9,001 - 11,000 LB. GVW PAGE 24 OF 32
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- OSHA Rules & Regulations - Shall apply when applicable.
- Federal Department of Health, Education & Welfare - Air Pollution Control for New Motor vehicles.
- Commonwealth of Pennsylvania - Traffic & Motor Vehicle Rules and Regulations.
- Manufacturer Line Set Ticket - Shall be forwarded to the Director of Automotive Services upon delivery of the chassis to the City of Philadelphia, or if Pilot Model Inspection, at the factory.

(NOTE) - Any intent of this specification shall be superseded by the provisions of the above.

3. **CAB & CHASSIS**:

3.1 Cab - Shall be conventional, three-man adjustable seat with three seat belts.

3.2 Chassis - The chassis shall be sturdily constructed and shall be of strength capable of withstanding all imposed loads when operating at the gross vehicle weight without excessive strain on any members or parts.

3.3 Chassis Body & Cab Colors:

3.3.1 City of Philadelphia, Paint Colors & Lettering by Department as follows:

DEPARTMENT	COLOR	DUPONT REF. #	LETTERING COLOR
Fair. Pk.	**GREEN**	**72001**	**IVORY**
Fire Dept.	**RED**	**55141**	**GOLD LEAF**
Police (Body)	**BLUE**	**5351A**	**----------**
Police (Roof)	**WHITE**	**92635**	**----------**
Sheriff (Body)	**BLUE**	**5351A**	**---------**
Sheriff (Roof)	WHITE	92635	-------

Water (Up to 21,000 lbs. GVW)	WHITE	508	BLUE
Water (26,000 Lbs. GVW & Up)	SAFETY YELLOW	75306	BLUE
Recreation (Stadium)	BLUE	78387	WHITE
All Other Depts. Except Library	SAFETY YELLOW	75306	BLUE

3.3.2 - All lettering listed above shall be three inches (3") high on front doors, both sides, as follows.

PHILADELPHIA

(NAME OF DEPARTMENT)

(6-DIGIT VEHICLE NUMBER)

NOTE) Stenciling of Lettering is NOT acceptable.

3.3.3 Optional Lettering - Streets Department: All vehicles shall have 1-1/2" size numbers placed on the left side of the front bumper and three inch (3") size numbers on the rear of the body as follows:

Department # - Vehicle # - Division

This lettering is in addition to the lettering specified in 3.3.2 above and lettering instructions may be obtained from the Automotive Services Division of the Department of Public Property.

3.3.4 Official Colors & Lettering of ALL Free Library Vehicles:

A) The vehicle shall be painted as follows:

1. Top Half = White
2. Bottom Half = Dark Blue
3. Dividing Stripe (3" Wide) between top and bottom halves located approx. 3" above blue bottom half = Bright Green

B) The vehicle shall be lettered as follows:

1. "THE FREE LIBRARY OF PHILADELPHIA" in large bold letters.
2. "READ" in large bold letters with a book-and-bell design (using white, blue and green) in the center of the letter "R".
3. Dark Blue lettering on white areas; white lettering on dark blue areas.

C. Paint Color Reference Numbers

COLOR	**LIBRARY PANTONE**	**TRADE NAME**	**DUPONT NO.**
WHITE	----------	WHITE	92635
DARK BLUE	287	DARK BLUE	24160
BRIGHT GREEN	368	BIG BAD GREEN	5081D

(NOTE): Instructions for the above Library Lettering may be obtained from the Automotive Services Division of the Department of Public Property.

4. **BODY:**
Body provided shall be as required in Bid Specs.

5. **CAB & BODY EQUIPMENT:**

5.1 Equipment & Accessories - The following equipment, and/or accessories shall be provided.

Cab & Body:

5.1.1 Fresh Air Heater and Defroster with separate control for temperature and fan.

5.1.2 All gauges shall be provided for ammeter, oil pressure, water temperature and fuel, 16,000 GVW & up.

5.1.3 Dual windshield wipers, power-operated, two-speed or variable.

5.1.4 Dual sun visors.

5.1.5 Dome Light.

5.1.6 Directional Signals - Class "A" Type, as per Pennsylvania DOT Motor Vehicle Regulations - with traffic hazard switch for flashing all turn signal lights simultaneously.

5.1.7 Combination arm rest/inside grab handle on cab doors adjacent to driver and passenger seats.

5.1.8 Safety Seat Belts - Belts shall comply with DOT Rules and Regulations.

5.1.9 **Mirrors**:
Inside Adjustable, up to 12,000 GVW
Outside, Dual Right/Left W/C to 12,000 GVW
Outside, Dual Right/Left W/C, 6" x 16", for 16,000 lbs. GVW and up.

5.1.10 **Undercoating** - Shall be applied to all exposed sheet metal under chassis and body including fender wells unless constructed of plastic.

(NOTE): Compacting-Type Trucks - are to be undercoated on the cab and chassis but NOT under the compactor Body.

5.1.11 **Cab Outside Grabhandles** - Shall be provided on trucks 16,000 lbs. GVW and up.

6. **FRAME:**
The Chassis Frame shall be constructed of pressed steel or equal; and shall be provided with adequate cross-members, exclusive of engine supports, so designed and constructed as to support adequately the gross weight of the body and load, the power plant, and all other necessary equipment under the operating conditions for which the truck is intended.

6.1 Frame shall be specified in terms of minimum acceptable resisting moment, which is the product of the section modulus of the frame section and the unit stress at the minimum yield point.

MOMENT (M) = SECTION MODULUS (S) X UNIT STRESS (F)

In the case of built-up frame sections, the combined section modulus shall be considered as the sum of the individual section moduli.

6.2 Frame Attachments - Front & Rear Towing hooks or Eyes shall be provided, 16,000 lbs. GVW and up. They shall be fastened to the frame in such a manner as to develop maximum tension and minimum bending in the frame members.

6.3 Factory Frame Reinforcement - Shall be provided for 16,000 lbs. and up GVW, GCW and Chassis when specified in bid specifications.

Frame reinforcement is required on all Dump Trucks and Trucks with Cranes, Hydraulic Buckets and other Attachments inducing high twisting and weight stresses.

6.4 Frame Strength - The vehicle frame as supplied by the manufacturer shall meet all requirements as established and set forth by the Federal Government and the Commonwealth of Pennsylvania, Department of Transportation, to meet the GVW of the vehicle bid and shall have the prescribed Certification Sticker affixed to said vehicle. In order to meet the aforementioned standards, the bidder may provide a frame that is either structurally reinforced ("J" type, "L" type, "C" type, etc.) or is constructed of a "high tensile" rating steel or specially heat treated steel (minimum rating of 110, 000 PSI).

7. **SUSPENSION AXLES** - Rear Axles shall be capable of operating under all conditions with multi-purpose gear lubricants.

7.1 Springs - Springs shall match rating of front and rear axles capacity in pounds.

7.2 Shock Absorbers - Shock Absorbers shall be provided front and rear for all 7,500 lb. and 12,000 lb. capacity chassis.

7.3 Tire Chain Clearance - On Drive Wheels, single and dual, wheel chain clearance shall be provided.

7.4 Tandem Axle Suspension - Shall be walking beam type, with at least 50" axle spacing, rubber bushings and a cast steel saddle with steel springs to match axle capacity.

7.5 Axle Capacity shall be provided at least as follows:

GVW REF.	FRONT AXLE	REAR AXLE
7,500 LBS.	3,300 LBS	5,000 LBS.
11,000 LBS	4,000 LBS.	8,000 LBS.
16,000 LBS.	5,000 LBS.	15,000 LBS.
21,000 LBS.	6,000 LBS.	17,000 LBS.
26,000 LBS.	9,000 LBS	19,000 LBS.
30,000 LBS.	12,000 LBS.	23,000 LBS.
48,000 LBS.	16,000 LBS.	38,000 LBS.

(NOTE) - The above listed front axle capacities generally are not applicable to tractor specifications and they will be specified in the bid documents.

7.6 All single driving axles shall be equipped with limited slip differential, positive drive. Tandem axles shall be provided with inter-axle differential lock, air operated; dash switch with a red warning light.

8. **BRAKES:**

Service Brakes shall be provided on all wheels as follows:

8.1 7,500 lbs. to 11,000 lbs. GVW - Power Assisted Brakes

8.2 16,000 lbs. to 25,000 lbs. GVW - Vacuum-Boosted Hydraulic Brakes with a reserve tank, or power steering pump assist, and dash gauge.

8.3 26,000 lbs. GVW and UP - Full Air Brakes with dual reserve tanks, air pressure gauge on dash, buzzer, 12 cu. ft. (min.) water cooled air compressor, fail-safe rear brakes (Berg or Maxi type) released by air pressure, automatic reservoir drain valves and dash mounted controls.

(NOTE) - "S" Type Cam Brakes with automatic slack adjuster shall be provided in lieu of "wedge"-type brakes.

9. **ENGINE:**

Engine as specified and provided shall be in accordance with all the applicable provisions of Section #2, and it shall be of at least the listed minimum displacement, in accordance with the truck GVW, as follows:

9.1 Gasoline Powered Engines, if specified -

7,500 lbs. GVW = 345 cu. in.
11,000 lbs. GVW = 345 cu. in.
16,000 lbs. GVW = 360 cu. in.
21,000 lbs. GVW = 360 cu. in.
26,000 lbs. GVW = 390 cu. in.
30,000 lbs. GVW = 425 cu. in.
48,000 lbs. GVW = 425 cu. in.

(NOTE) - Trucks with GVW under 7,500 lbs. will use the 7,500 lbs. GVW rating as a guide.

9.2 Diesel Powered Engines, if specified.

16,000 lbs. GVW = 500 cu. in./4 cycle
21,000 lbs. GVW = 500 cu. in./4 cycle
26,000 lbs. GVW = 500 cu. in./4 cycle
30,000 lbs. GVW = 550 cu. in./2 cycle
30,000 lbs. GVW = 670 cu. in./4 cycle
48,000 lbs. GVW = 550 cu. in./2 cycle
48,000 lbs. GVW = 670 cu. in./4 cycle

(NOTE) - A key-type electrical solenoid or a manual type shut-down

system shall be provided on all diesel engines.

10. **ENGINE EQUIPMENT:**
All engines shall be provided with the following equipment:

10.1 Replaceable-type lube oil filter, engine-mounted.

10.2 Electronic-type ignition system, if gasoline engine.

10.3 Non-leaded Fuel System, if gasoline engine; all engines to have in-line replaceable fuel filters.

10.4 Engine Governor shall be provided on all trucks with a GVW of 16,000 lbs. or over; top governed speed limit allowable through transmission and rear axle ratios is 55 MPH.

10.5 Manufacturer's rated heavy-duty dry-type intake air cleaner.

10.6 All engines shall be provided with an automatic shutdown system for high water temperature and low oil pressure when specified in the Invitation to Bid.

10.7 Diesel engines are to be provided with cold weather starting provisions.

11. **TRANSMISSION**:

11.1 All trucks will be provided with fully automatic transmissions having the minimum number of forward speeds, in accordance with the truck GVW, as follows:

Up to 7,500 lbs.	3 speeds
11,000 lbs.	3 speeds
16,000 lbs.	4 speeds
21,000 lbs.	4 speeds
26,000 lbs.	4 speeds
30,000 lbs.	5 speeds
48,000 lbs.	5 speeds

(NOTE) - Transmissions provided on Trucks with GVW's of 26,000 lbs. or over shall have factory installed external type oil filters and an oil temperature gauge mounted on the dash.

12. **STEERING**:

All trucks shall be provided with Power Steering

13. **ENGINE COOLING SYSTEM:**

13.1 All engines shall be provided with increased cooling including a sealed radiator coolant recovery system with a surge tank.

13.2 All coolant systems shall be protected by permanent-type anti-freeze down to temperature of at least minus 30oF.

14. **ELECTRICAL EQUIPMENT:**

The chassis shall be provided with 12-volt electric starting, lighting and ignition system with two (2) keys. Alternator shall be heavy-duty type, at least 60 amp output, with 30 amp output at idle. All electrical systems in the vehicle shall be protected by circuit breakers or fuses. Battery shall be a 12-volt "Maintenance Free" type.

15. **TIRES:**

15.1 Tires of the same size and manufacturer shall be provided on the front and rear unless specified otherwise in the Invitation to Bid.

15.2 Front tires shall be "regular" tread type.

15.3 Rear driving axles shall be provided with "All Traction" type tires.

15.4 All-Wheel Drive Type Trucks, (including "Jeeps"), shall be provided with "all traction" type tires on all front and rear driving axles.

(NOTE) - "Military" Grade tires or Wide-Open Tread type tires are not acceptable for "All Traction" Type tires.

Police 4WD type vehicles shall be provided with blackwall "all traction" type steel belted radial tires.

15.5 A mounted "regular" tread type tire ("all traction" type for 4WD type vehicles) and rim shall be provided as a spare unit.

15.6 Trucks shall be provided with the number of tires sized and rated, in accordance with the trucks GVW, as follows:

LBS GVW	NO OF TIRES	RIM SIZE	TIRE SIZE	TIRE PLY
7,000	4	--	8.75 X 16.5	8
11,000	6	--	8.00 X 19.5	8
16,000	6	7.00	9.00 X 20	10
21,000	6	7.00	9.00 X 20	10
26,000	6	7.50V	10.00 X 20	12
30,000	6	7.50V	10.00 X 20	14
48,000	10	8.00V	10.00 X 20	14

(NOTE) The above ratings are to be considered as the minimum acceptable.

15.7 Cast spoke wheels are to be provided on all trucks with GVW ratings of 16,000 lbs. and above.

16. **FUEL TANK:**

All Trucks will be provided with the listed minimum size fuel tank, in accordance with their rated GVW, as follows:

RATED GVW	TANK SIZE & TYPE
7,500 LBS.	20 GALLON - REGULAR TANK
11,000 LBS.	20 GALLON - REGULAR TANK
16,000 LBS.	30 GALLON - REGULAR TANK
21,000 LBS.	50 GALLON - SAFETY STEP TANK
26,000 LBS.	50 GALLON - SAFETY STEP TANK
30,000 LBS.	50 GALLON - SAFETY STEP TANK
48,000 LBS.	DUAL 60 GALLON - SAFETY STEP TANK

17. **SAFETY EQUIPMENT**:

17.1 All trucks shall be provided with all safety equipment as required by DOT/ICC for vehicles in interstate operations. This equipment shall include, but not be limited to:

Fire Extinguisher - Dry Charge Type, Flags, Flares, Reflectors, etc.

Each Kit shall be mounted in a convenient location inside the cab.

17.2 Backup warning buzzer/alarm shall be provided on trucks with a GVW of 16,000 lbs. or above.

17.3 A Manual Engine Shut-Down System shall be provided on all diesel engines.

18. **WARRANTY:**

Warranty - In addition to any policy guarantees usually extended to the general public, the contractor shall guarantee the vehicle and body, and parts thereof against defective material, workmanship, and/or faulty design for a period of one (1) year from date of acceptance delivery to the Department of Public Property. The vendor shall replace all defective assemblies or parts without cost to the City (including labor), f.o.b. manufacturer's nearest dealer or branch, or to original destination whichever is designated by the using agency. The contractor shall make immediate replacement from his plant or through his dealer or branch.

Warranty Rate - Rate shall be $25.00 per hour, plus 15% parts handling charge, when repairs are performed at City garages.

19. **PRE-PRODUCTION INSPECTION**:
Provide transportation and costs for two (2) persons to inspect pilot model unit at factory. All preparations; travel, lodging, meals and other arrangements will be made by the bidder at his own expense.

20. **QUESTIONNAIRE:**
The questionnaire included with the Invitation to Bid shall be completely filled out and submitted by bidder with his bid.

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

22. **ILLUSTRATIONS & DRAWINGS:**
The bidder shall furnish with his bid, two (2) sets of illustrations and complete data sheets to assist the purchasing and using agencies in determining whether the vehicle offered is adequate to perform the work specified and if it meets the Bid requirements/description.

23. **REPAIR PARTS & SERVICE:**
As the continuous operation of the vehicle contemplated by this specification is of utmost importance, contractor shall be able to furnish, upon request, sources of maintenance and repair, parts and supplies for a period of ten years.

24. **CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS:**
The bidder shall certify on the form furnished with the Invitation and Bid that the Truck, component units, and parts shall be suitable for the work to be performed and will be constructed to definite standard dimensions, with proper clearance and fits; that previously published or set ratings shall not arbitrarily be raised without prior approval of the manufacturer of the actual unit and further, that the truck offered shall comply in every respect with the terms of this specification. In the event that the truck offered does not comply with this specification, the bidder shall state definitely, referring to the proper paragraph of this specification, where the Truck he proposes to furnish does not comply. Where no statement is received, the successful bidder shall be required to meet every requirement of the specification.

25. **REQUIREMENTS:**

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

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

27. **GROSS VEHICLE WEIGHT AND DRY CHASSIS WEIGHT RATINGS:**
These shall be as specified in the Invitation to Bid. The gross vehicle weight rating shall include the weight of the complete chassis and cab with all attachments, accessories, and equipment required by this specification, and the body with its rated load, full complement of fuel, lubricants, coolant and the operator.

28. **FINISH:**
All surfaces and parts not having a chrome-plated or polished metal surface shall be department color-coated as per paragraph 3.3.1 over a rust-inhibiting primer coat. All concealed metal surfaces are to be protected with a rust-inhibiting primer coat.

29. **WORKMANSHIP:**
Workmanship shall conform to current best manufacturing practices followed from Trucks of similar type and capacity. Component parts and units shall be manufactured to definite standards dimensions, with proper fits and clearance.

30 **SHIPMENT & DELIVERY**:

30.1 Delivery Information - Final delivery shall be made between the hours of 8:00 AM and 4:00 PM, Monday through Friday, except City Holidays. Each vehicle shall be accompanied by a Delivery Slip which will contain the City's Bid Number, Purchase Order Number, Item Number on the Purchase Order, and Serial Number of the Vehicle. Delivery shall be made to:

Department of Public Property
Automotive Services Division
6000 N. Broad St.
Philadelphia, PA

Phone (215) 548-0481

(NOTE) - Unless a different location is specified in the Invitation to Bid.

Notification of any changes in the delivery location will be made to

the successful bidder at least one week prior to the scheduled delivery date.

30.2 Where mounted equipment, such as bodies and accessories are to be furnished under separate contracts, the chassis vendor shall deliver the vehicle to the mounted equipment vendor location designated by the City. He shall secure a dated receipt for delivery with a copy for the City.

Upon completion of the work for which he is responsible, the mounted equipment vendor shall deliver the complete unit to the City of Philadelphia. It is the responsibility, however, of the chassis vendor to obtain the State Inspection Stickers on each vehicle, and therefore, he shall make such arrangements with the mounted equipment vendor as may be mutually agreeable which shall enable the body vendor to get the necessary State Inspection before final delivery.

The Prime Bidder retains the ultimate responsibility of providing a completely assembled and acceptable vehicle in all respects as per this specification and the Invitation to Bid.

30.3 **DELIVERY CONDITIONS:**

30.3.1 Vehicles, regardless of delivery point, shall be ready for use including all lubricants, coolant and operating fluids as required. Minimum ten (10) gallons of fuel shall be provided. Battery fully charged, tires properly inflated.

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

31. **INSPECTION:**

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

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

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

31.4 Director of Automotive Services, Department of Public Property, shall be notified when Pilot or First Production Model is available for inspection at Manufacturer's Plant.

32. **CERTIFICATES & MANUALS TO BE FURNISHED BY VENDOR:**

32.1 Operator's Handbook with each vehicle.

32.2 Provide the necessary forms (completed) and documents for the City to take Title to the vehicle in accordance with the Pennsylvania Motor Vehicle Code.

32.3 Vendor shall supply the Director of Automotive Services, Public Property, not less than five (5) copies each (for chassis, body and accessories furnished) of Shop Manuals, Parts Catalogues, Flat Rate Manuals, and Price Lists, including updated supplements for a period of one year for each type of vehicle. The City shall pay the bidder his costs from the manufacturer for any additional copies required by the operating department.

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

33. **SIGNS:**
Signs - Decals or other devices showing Dealer's Name and/or Address shall not be permitted on the outside of the vehicle.

34. **SCHOOLS:**
Each bidder shall arrange with the Director of Automotive Services Division, Department of Public Property, a formal school training program for the current year vehicles and equipment bid upon. These schools shall be available for all City Department's automotive maintenance employees, such as Foremen, Inspectors and Maintenance Mechanics. The Department of Public Property shall make available classroom facilities at Automotive Shop II, Front Street & Hunting Park Avenue, for the required training.

PURCHASE DESCRIPTIONS/PENNA. REGISTRATION CLASSES FOR TRUCKS AND CHASSIS ACCORDING TO THEIR G.V.W.

It is the intention of this Purchase Description Section to indicate the Pennsylvania Registration Class for the various size trucks generally specified for City services.

Reference: Pa. Manual on Automotive Titles and License, 13th Edition

T-1 **PURCHASE DESCRIPTION: TRUCK, CHASSIS, REF: 7,001-9,000 LBS.**

GVW

1. **Classification:**

1.1 It is the intention of this Purchase Description to describe a Truck Chassis including all the standard options and as required in 41-V-20 (latest issue). The equipment bide shall qualify for Truck License Plates of the Commonwealth of Pennsylvania as Minimum Class #3.

T-2 **PURCHASE DESCRIPTION: TRUCK, CHASSIS, REF: 9,001-11,000 \ LBS. GVW**

1. **Classification:**

1.1 It is the intention of this Purchase Description to describe a Truck Chassis including all the standard options and as required in 41-V-20 (latest issue). The equipment bid shall qualify for Truck License Plates of the Commonwealth of Pennsylvania as Minimum Class #4.

T-3 **PURCHASE DESCRIPTION: TRUCK, CHASSIS, REF: 14,001-17,000 LBS. GVW**

1. **Classification:**

1.1 It is the intention of this Purchase Description to describe a Truck Chassis including all the standard options and as required in 41-V-20 (latest issue). The equipment bid shall qualify for Truck License Plates of the Commonwealth of Pennsylvania as Minimum Class 6.

T-4 **PURCHASE DESCRIPTION: TRUCK, CHASSIS, REF. 17,001-21,000 LBS. GVW**

1. **Classification:**

1.1 It is the intention of this Purchase Description to describe a Truck Chassis including all the standard options and as required in 41-V-20 (latest issue). The equipment bid shall qualify for Truck License Plates of the Commonwealth of Pennsylvania as Minimum Class 7.

T-5 **PURCHASE DESCRIPTION: TRUCK, CHASSIS, REF. 21,000-26,000 LBS. GVW**

1. **Classification:**

1.1 It is the intention of this Purchase Description to describe a Truck Chassis including all the standard options and as required in 41-V-20 (latest issue). The equipment bid shall qualify for Truck License Plates of the Commonwealth of Pennsylvania as Minimum Class 8.

T-6 **PURCHASE DESCRIPTION: TRUCK, CHASSIS, REF. 26,001-30,000 LBS. GVW**

1. **Classification:**

1.1 It is the intention of this Purchase Description to describe a Truck Chassis including all the standard options and as required in 41-V-20 (latest issue). The equipment bid shall qualify for Truck License Plates of the Commonwealth of Pennsylvania as Minimum Class 9.

T-7 **PURCHASE DESCRIPTION: TRUCK, CHASSIS, REF. 44,001-48,000**

LBS. GVW

1. **Classification:**

   1.1 It is the intention of this Purchase Description to describe a Truck Chassis including all the standard options and as required in 41-V-20 (latest issue). The equipment bid shall qualify for Truck License Plates of the Commonwealth of Pennsylvania as Minimum Class 14.

BODIES

The Bodies as required in Bid items shall fit the chassis and be properly and securely mounted thereon. The bodies shall harmonize perfectly with the chassis, to be correctly proportioned, properly balanced (load distribution), compact and satisfactory in appearance. The materials used in the construction of the bodies shall be of the highest quality. All vehicles with Bodies shall be equipped with mud flaps/stone deflectors as required by DOT and Commonwealth of Pennsylvania. Approximately three (3") inches shall be provided from back of cab to front of body for best load distribution factor.

The following Body Classifications shall be provided as specified in the Invitation to Bid:

BODY:
The truck body, including equipment and body operating devices, shall be completely installed as specified in the Invitation to Bid.

BODY STYLE:
In addition to the cab normally provided with the truck chassis, a body described as follows will be provided according to the body class specified in the Invitation to Bid.

BUMPERS:
Bumpers/Liftgates - Manufacturer's standard type front and rear bumpers shall be provided on all vehicles as per D.O.T. regulations except as specified in the bid specifications. If a lift gate is specified on a vehicle that normally has a rear bumper, the rear bumper is still a requirement as an extension of the chassis or incorporated into the liftgate if either is compatible with the lift gate provided.

Class A-1; Crew Cab:

All steel construction of integral design with four doors; 6-man seating, adjustable front seat, 6 seat belts.

Class A-2; Pickup:

All steel construction at least 96" long x 50" wide beyond wheelhousing; full width rear tailgate, safety chain, stake pockets and rear bumper.

Class A-3; Suburban:
All steel construction, full width rear doors, windows all around, at least 9-passenger seating with removable intermediate and rear axle seats, one seat belt per passenger and a rear bumper.

Class A-4; Stake/Platform:
Body shall be wood or steel construction with removable slatted stake sections on sides and ends. Front-end shall permit adequate rear vision from cab windows. All sections shall interlock. Body shall be securely mounted to frame with full length oak stringers under body.

Class A-4-1(A) Stake & Platform as per A-4, above, at least 12 feet long, 82" wide with 40" high sections.

Class A-4-2(B) Stake & Platform as per A-4, above, at least 14 feet long, 82" wide with 40" high sections.

Class A-5; Step Van:
Shall consist of all-metal construction integral with chassis manufacturer's flat-back" type step van mounted on forward control type chassis, with double full-width rear doors, driver adjustable stand-up seat, passenger seat, and a rear safety step bumper.

Class A-5-1(A) Step Van - As per A-5, above, at least 10 feet long, 78" wide, 68" high.

Class A-5-2(B) Step Van - As per A-5, above, at least 12 feet long, 78" wide, 68" high.

DUMP BODIES AND HOISTS

CLASSIFICATION:
Dump Bodies shall be constructed of high strength corrosion resistant steel. Hoists for Dump Trucks shall be underbody hydraulic power type hoists with controls in cab. They shall provide a dumping angle of not less than 50 degrees and shall be of such a type that will positively control the position of body throughout the entire dumping angle. The hoisting shall be stopped automatically when the body reaches the maximum dumping angle (at least 50 degrees) and retain its position until released. The hoist cylinder shall be so designed as to allow for disassembly and servicing with ordinary hand tools. The pump shall be of the manifold type and oil tracts shall be cored or of seamless steel tubing or high pressure composition hose that shall withstand a minimum burst pressure of 6,000 lbs. per sq. inch. The pump shall be so designed as to compensate for end thrust and the shafts shall rotate on anti-friction bearings. The pump shaft shall be of the automatic self-adjusting seal type, eliminating the necessity for packing nuts and glands.

- Provide red warning light(s) on dash to alert operator that the PTO is engaged.

- Provide rear window protector screen.

- Provide rear spring-loaded pintle hook, "V" reinforced to main frame rails, (clear dump body at full dumping position).

- Approximately three (3") inches shall be provided between cab and dump body for good load distribution.

- A sliding universal joint assembly shall be provided at the pump end of the drive shaft. The body hinges shall operate on hinge pins under double shear or if single shear, a through hinge shaft shall be provided with a center support to prevent deflection. The power take-off shall be anti-friction bearing type. Hoist, power take-off and control parts shall be of sufficient capacity to amply take care of power required to operate hoist with 100% overload in body with relief valve.

- Full length longitudinal hardwood sills shall be provided with hoist frame mechanism to clear dump body for chain clearance at full load (full spring deflection shall be allowed). Hoist mechanism shall be securely mounted. The tailgate shall be double-acting with offset top hinges, tailgate and spreader chains.

TYPE DU-1 8 Ft. length medium duty Dump Body, 3 cubic yard capacity, with at least 16" sides, 84" width, constructed of not less than #10 USS Gauge Steel. Sides shall be reinforced with vertical "V" braces, not less than (2) two on each side. Ends shall be at least 6" higher than sides. Cab shield shall be provided, full width of body, projected at least 18" forward - #10 USS Gauge Steel. Class - #30 Hoist shall be provided with cab PTO controls to include detailed specifications as listed in Classification #1. Flooring shall be ten (10) USS Gauge Steel, minimum.

TYPE DU-2 10 Ft. length heavy-duty Dump Body, 5 cubic yard capacity, with at least 24" sides, 84" width, constructed of not less than #10 USS Gauge Steel. Sides shall be reinforced with vertical "V" braces, not less than (3) three on each side. Ends shall be at least 6" higher than sides. Cab shield shall be provided, full width_of body, projected at least 18" forward - #10 USS Gauge Steel. Class - #50 Hoist shall be provided, power-up and down, with cab PTO controls to include detailed specifications as listed in Classification #1. Flooring shall be ten #8 USS Gauge Steel, minimum

TYPE DU-3 12 Ft. length heavy-duty Dump Body, 10 cubic yard capacity, with at least 39" sides, 84" width, constructed of not less than #8 USS Gauge Steel. Sides shall be reinforced box section design with at least four (4) vertical bars on each side. Ends at least 6" higher than sides. Cab shield shall be provided, full width of body, full cover shield, #10 USS Gauge Steel. Class - #80 Hoist shall be provided, power-up and down, with cab PTO controls to include detailed specifications as listed in Classification #1.

VAN BODIES

1. **CLASSIFICATION:**

Van Bodies shall be reinforced aluminum construction. Exterior panels shall be .40" thickness minimum and sides shall be beaded on 4" centers, for extra strength and rigidity, with 5-post, smooth front. Side uprights, top rail roof bows, and radius shall be extruded aluminum section of minimum .125 thickness. Corner post shall be extruded aluminum minimum of .125 thickness. Side sills shall be extruded aluminum minimum of .156 thickness. Exterior panels shall be riveted to uprights and roof on not less than 2" centers.

Rivets shall be of the side lock" moisture proof type. Uprights and roof bows shall be installed at 12" centers to provide adequate strength. All roof joints, side panels, and front panels shall be leak-proof. Body shall have a minimum of 7, three (3") inch cross members, #12 gauge aluminum or of a heavy-duty steel gauge 4” type, securely mounted to the truck chassis by means of "U" bolts. Interior of body shall be protected on sides and front with 1/4" grade AC waterproof plywood lining approximately 36" high, installed 8" above floor, with lengthwise slats above extending to roof. Front of body shall be provided with shatterproof glass windows of not less than 220 square inches in area and aligned with cab rear windows. Floor shall be kiln dried 4 x 4 (finished dimension) oak construction or as specified in the Invitation to Bid. Rear of body shall be equipped with full width roll-up door with safety catch and key lock.

TYPE VB-1 Van Body, complete as per above specifications and at least 12 ft. long, 78" high and 88" wide.

TYPE VB-2 Van Body, complete as per above specifications and at least 14 ft. long, 78" high and 88" wide.

COMPACT VANS

1. **CLASSIFICATION:**

Bodies shall be reinforced steel construction. They shall have full width rear doors with safety glass and locks. Maintenance accessibility shall be convenient and not require major removal of components to change oil, oil filter or air filters. It should also offer ease of service to windshield washer reservoir, master brake cylinder, oil crankcase check, automatic transmission fluid level check, battery and radiator service. Driver's seat should be adjustable and a passenger seat shall be included.

TYPE CV-1 Shall have wheelbase of at least 123" with curbside full width opening doors and as in Classification #1, Compact Vans.

TYPE CV-2 Shall have wheelbase of at least 123" with seating capacity of at least 12 adult passengers; seat belts shall be provided for all passengers. Van shall be provided with safety glass all sides and with a curbside double door safety step and as in Classification #1, Compact Vans.

BID No.	ITEM No.	QUANTITY

CHASSIS

MAKE	MODEL NO.	WHEELBASE

ENGINE

MAKE	MODEL	DISPL. (CU. IN.)	NO. CYL	MAXIMUM NET H.P.	GOVERNED RPM

TRANSMISSION

MAKE	MODEL NO.	TYPE

SPEED RATIOS						NO. PTO OPENINGS

CLUTCH

MAKE	NOMINAL DIAMETER	TYPE
		☐ Single Disk ☐ Twin Disk

AXLES

	MAKE	MODEL NO.	CAPACITY AT GROUND
FRONT			Lbs.
REAR	MAKE	MODEL NO. RATIO	CAPACITY AT GROUND Lbs.

FRAME

SECTION MODULS	MAX.RESISTING MOMENT	YIELD STRENGTH.MIN
	Inch-Lbs.	Lbs./Sq.In.

SIDE RAIL DIMENSIONS

STEERING

TURNING RADIUS	POWER (MAKE) (MODEL)
FT.	☐ NO ☐ YES

WHEELS

FRONT-MAKE AND RIM SIZE	REAR-MAKE AND RIM SIZE

TIRES

	NO.	SIZE	PLY RATING	CAPACITY	TYPE	CORD MATERIAL
FRONT				Lbs.@ Psi.	☐ Tube ☐ Tubeless	
REAR	NO.	SIZE	PLY RATING	CAPACITY Lbs.@ Psi.	TYPE ☐ Tube ☐ Tubeless	CORD MATERIAL

Attention Bidder:

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

Exhibits
Drawings
Attached specifications
Attached documents

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

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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

CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT

Public Information Unit

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

PLEASE NOTE INCREASED FEE Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

_____

Telephone No.: _____ Fax No.: _____

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

- ☐ Check or Money Order payable to **"City of Philadelphia"**
- ☐ A self-addressed stamped envelope which is at least 9 ½ " x 12 ½ " or larger for each Bid requested.

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

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

DO NOT SEND CASH

Revised 03/07

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

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids
Period of Coverage: July 1, 2008 – June 30, 2010

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over $30,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over $30,000 up to $500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2008 to June 30, 2010**, complete the enclosed application and return it with a check for **$175.00.** Make the check payable to "**City of Philadelphia**". It is **non-refundable.** To clarify the precise use of the check, enter the words "**Bid Security Program**" **2008 – 2010** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

Telephone No: (___)_____Fax No: (___)_____

☐ A. Check payable to the City of Philadelphia in the amount of $175.00 for 7/1/08 to 6/30/10

DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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

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

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, Pa 19102-1685

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

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

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

AMOUNT OF BID OR ESTIMATED. CONTRACT	AMOUNT OF CERTIFIED CHECK
$ 30,000.00 or less	No Check Required
$ 30,000.01 - $ 99,999.99	$ 500.00
$100,000.00 - $249.999.99	$2,000.00
$250,000.00 - $499,999.99	$4,000.00
$500,000.00 or more	$6,000.00

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

Any bid in excess of $500,000 is not covered by the Annual Master Bid Security Program, and bidder must submit a certified check, treasurer's check, cashier's check, bank money order, or United States postal money order made payable to the order of "The City of Philadelphia" in the required amount.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
$ 30,000.00 or less	No Check Required
$ 30,000.01 - $ 100,000.00	$ 10.00
$ 100,000.01 - $ 300,000.00	$ 30.00
$ 300,000.01 - $ 500,000.00	$ 50.00
$ 500,000.01 - $1,000,000.00	$100.00
$1,000,000.01 - $2,000,000.00	$200.00
$2,000,000.01 - $3,000,000.00	$300.00
$3,000,000.01 - $4,000,000.00	$400.00
$4,000,000.01 - $5,000,000.00	$500.00
$5,000,000.01 or more	$600.00

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

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

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

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

EVALUATION AND AWARD

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

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

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

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to $30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than $30,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;

b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than $30,000. If the amount of the contract to be awarded is greater than $30,000 but less than or equal to $500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of $5.00 per thousand dollars of the contract amount for firm limit contracts and $4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of $500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

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

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

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

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

TAX MATTERS

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

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

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

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

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

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

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

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

GENERAL INFORMATION

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

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

25. NONDISCRIMINATION.

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

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

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

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

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

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

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

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

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

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

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

SIGNING OF BIDS:
If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed $30,000, date and sign the bid here, with the original signatures, in ink.

This _____day of_____20

(Signature of Owner, Partner)	**(Type or Print Name and Title)**
(Business Name of Bidder)	
(Address, including Zip Code)	**(Telephone Number, including Area Code)**

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

This_____day of_____20

CORPORATE SEAL

	(Corporate or Business Name of Bidder)
(Address, including Zip Code)	**(Telephone Number, including Area Code)**
(Signature of President or Vice President)	**(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)**
(Type or Print Name and Title)	**(Type or Print Name and Title)**

APPROVED AS TO FORM	**CONTRACT EXECUTION**
(Assistant City Solicitor)	**(Procurement Commissioner)**

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

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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