BID OPENING DATE AND TIME

On: March 17, 2009 **AT: 10:30 A.M.**

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S9XT6740	1 OF 20		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 OFM

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 STAKE BODY TRUCKS

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, Commerce Department Office of Economic Opportunity (OEO) 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 OEO 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 2-2009 OEO

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

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: STAKE BODY TRUCK

1.2 CONTRACT TERM: DATE OF AWARD to 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 **Stake Body Trucks** 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 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. (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

1.7.2 **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 ENTITY**

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 l9l02. 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.

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

1.9 BIDDER QUALIFICATION:

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

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

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 **Tuesday, March 3, 2009** at 12:00 PM in Room 170A, MSB, 1st floor, 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.

SPECIFIC REQUIREMENTS:

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

2.1.1 **42854 000 010**
Truck, Stake body
OMIT SECTION 4.0 BODY
OMIT ITEM 19.1 and 19.2 PRE-PRODUCTION INSPECTIONS (EA)

OPTIONS

2.1.2 **42854-009-155**
ITEM 4.0, BODY 12 FOOT
(INCLUDING ANY NEEDED CHASSIS UP GRADES) (EA)

2.1.3 **42854-009-155-00**
ITEM 4.0, BODY 14 FOOT
(INCLUDING ANY NEEDED CHASSIS UP GRADES) (EA)

2.1.4 **42854-009-155-01**
ITEM 4.0, BODY 16 FOOT
(INCLUDING ANY NEEDED CHASSIS UP GRADES) (EA)

2.1.5 **42854-009-155-02**
ITEM 4.0, BODY 18 FOOT
(INCLUDING ANY NEEDED CHASSIS UP GRADES) (EA)

2.1.6 **42854-009-156**
ITEM 19.1 PRE-PRODUCTION INSPECTION (EA)

2.1.7 **42854-009-157**

ITEM 19.2 PRE-PRODUCTION INSPECTION (EA)

2.1.8 **42854-009-158**
ITEM 32.3.1, COMPLETE SET OF MANUALS (EA)

2.1.9 **42854-009-160**
AIR RIDE REAR SUSPENSION
Rear suspension shall be air ride heavy duty, with dual leveling valves and immediate response valves. (EA)

2.1.10 **42854-009-160**
Spare tire, mounted, front. (EA)

2.1.11 **42854-009-161**
Spare tire, mounted, rear. (EA)

2.1.12 **42854-009-162**
UNIT PAINTED FAA APPROVED SAFETY YELLOW (EA)

2.1.13 **42854-009-163**
OPTIONAL CREW CAB, MEETING ALL BID SPEC'S (EA)

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

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

2.3. 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

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 OEO 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

All items Section 5 except 5.6 and 5.7

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.

CONTIGENCY

3.2.4 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.

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.

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 or change locations; or to acquire other types of options 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 including the day of default through to but not inclusive of the day when delivery is made. Provided, however, as to item delivered but rejected, the item shall be considered as non-delivered from the date on which the vendor is notified of rejection until the date the item is re-delivered.

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

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

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

(6) Liquidated damages will be in the amount of $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 reserves 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	Total Amount
5.1	**42854-000-010** UNIT AS PER SPECIFICATION OMIT SECTION 4.0 BODY OMIT ITEM 19.1 and 19.2 PRE-PRODUCTION INSPECTIONS	2	EA	_____	_____

OPTIONS

5.2	**42854-009-155** ITEM 4.0, BODY 12 FOOT (INCLUDING ANY NEEDED CHASSIS UP GRADES)	1	EA	_____	_____
5.3	**42854-009-155-00** ITEM 4.0, BODY 14 FOOT (INCLUDING ANY NEEDED CHASSIS UP GRADES)	1	EA	_____	_____
5.4	**42854-009-155-01** ITEM 4.0, BODY 16 FOOT (INCLUDING ANY NEEDED CHASSIS UP GRADES)	1	EA	_____	_____
5.5	**42854-009-155-02** ITEM 4.0, BODY 18 FOOT (INCLUDING ANY NEEDED CHASSIS UP GRADES)	1	EA	_____	_____
5.6	**42854-009-156** ITEM 19.1 PRE-PRODUCTION INSPECTION CHASSIS	1	EA	_____	_____
5.7	**42854-009-157** ITEM 19.2 PRE-PRODUCTION INSPECTION BODY	1	EA	_____	_____

		Qty	Unit	Unit Price	Total Amount
5.8	**42854-009-158** ITEM 32.3.1, COMPLETE SET OF MANUALS	1	EA	_____	_____
5.9	**42854-009-159** OPTIONAL AIR RIDE REAR SUSPENSION Rear suspension shall be air ride heavy duty, with dual leveling valves and immediate response valves.	1	EA	_____	_____
5.10	**42854-009-160** OPTIONAL Spare tire, mounted, front.	1	EA	_____	_____
5.11	**42854-009-161** OPTIONAL Spare tire, mounted, rear.	1	EA	_____	_____
5.12	**42854-009-162** UNIT PAINTED FAA APPROVED SAFETY YELLOW	1	EA	_____	_____
5.13	**42854-009-163** OPTIONAL CREW CAB, MEETING ALL BID SPEC'S	1	EA	_____	_____

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

BIDDER SPECIFY ESTIMATE DELIVERY: _____

TYPE **TRUCK, STAKE BODY**

GVWR **25,500 lbs max**

SPEC. CODE **22611f.25**

Ref: Purch. Description **41-V-20 M:86**

VOCATION: TRANSPORTING, UNLOADING AND LOADING OF MATERIALS, PALLETIZED BULK AND MACHINE PARTS.

It is the intent of this specification to cover the basic requirements of a well designed non CDL required stake rack truck, complete in every detail, employing the best workmanship and material to insure ample sturdiness, flexibility and economy of operation.

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

Appurtenances and/or accessories not herein mentioned but necessary to furnish a complete unit ready for immediate use upon delivery shall be included and conform to the best practices known in strength, quality, material and workmanship and be subject to these specifications in full. All equipment/accessories standard for the model bid, or any option package required to meet any portion of the specification shall be provided. Delete credit option(s) or dealer piecemealing of items normally supplied in an option package shall not occur without the expressed written consent of the City. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

All specified items shall be factory / Original Equipment Manufacturer (OEM) installed. Instances where specified items are not available through the manufacturer, the dealer may install “after market”. However, these items and installation must be of the best known for the particular industry and approved by the Office of Fleet Management (OFM).

This unit must supply as a minimum all standard equipment of the referenced model(s) in this specification. Awarded vendor is considered the **“Prime Vendor”** for the complete unit and is responsible for all conditions of the bid.

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

All wiring shall be color or number coded.. Circuit breakers or fuses shall protect all electrical circuits. All chassis-to-body wiring shall be of the **DIN / WEATHERPACK** type connections. All wiring connections shall be crimped and soldered and covered with shrink-wrap.

All wiring and non-hydraulic hoses and tubing throughout shall be protected by convoluted plastic loom. A nylon abrasion sleeve covering and HYCON clamps shall protect all hydraulic hoses and tubing. Rubber grommets shall be supplied on all wiring, hoses, and tubing 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 letterform 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 of 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 apparatus, 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 _____

MODIFICATIONS TO THE STANDARD SPECIFICATIONS

2.0 APPLICABLE SPECIFICATIONS

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

2.1 Provide two (2) line set tickets per vehicle.

3.0 CAB AND CHASSIS

3.1 CAB

Provide a fiberglass tilt hood with a stationary grill.

3.1.1 Provide an air suspension seat on driver's side, seat covering shall be heavy duty vinyl. Provide additional seating for two (2) passengers, with under seat storage compartment. All seats shall be provided with approved head rests. Provide high visibility seat belts.
Ref: Bostrom Talladega 910 hi-back

3.1.2 Provide LED cab clearance, marker and turn signal lamps.

3.2

GVWR	25,500 lbs, max.
Wheelbase	VARIOUS
Cab-to-Axle	VARIOUS

3.3 Chassis and Body Colors
Frost White NO225
Dupont Imron 5000/ PPG / Sikkens, or approved equal

The use of other manufacturer's paint and base colors require prior approval by the OFM, and the submittal of an approx. 4 inch x 6 inch sample of the base coat/final coat to be used.

3.3.1 thru 3.3.4 OMIT

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

4.0 BODY / STAKE BODY, HEAVY DUTY
(VARIUOS LENGHTS 12’, 14’, 16’ and 18’ SEE PRICING PAGE)
Ref: Reading EHD / Omaha Standard HD or approved equal

The body shall be a stake body with removable steel sides and electric/hydraulic lift gate. The floor shall be made of 3/16 deck plate steel. Stake racks shall be 40" high min.

4.1 Body framing -Longitudinal sills shall be a minimum of 7" structural steel channel 9.8#, extending full length of body. Longitudinal sills shall be reinforced with front and rear gussets, 2 on each side of longitudinal sills, 7 ga. commercial grade formed steel. Intermediate gussets, 16 on each side of longitudinal sill, 11 ga commercial steel.

4.2 Platform-Front, rear, and side rails shall be 7 gauge commercial grade formed steel. Crossmembers shall be 4" structural steel channel (5.4 #) on 12" centers.

4.3 Floors -Floor shall be 3/16 deck plate steel.

4.4 Stake Racks
Stake rack shall be 14 gauge commercial steel box formed vertical posts. Horizontal slats shall be steel, 4 slats per rack. Stakes shall be on 24" centers. Rack height shall be 42 inches above floor. Each rack shall be equipped with a locking device to prevent accidental removal.

4.5 Provide and install an electro-hydraulically operated stow away type tailgate / liftgate, 3,000 lbs. minimum capacity, complete with stainless steel piston rods and automatic deadman controls. Tailgate / liftgate controls shall be located so gate can be operated from the ground and stake body platform. Platform shall be 84" X 40" X 10" ramp.
Ref: THIEMAN ST-30ES series or approved equal.

4.6 LIGHTING (ALL BODY LIGHT SHALL BE LED)
Stop, turn and tail lamps shall be 4" round, sealed, shock proof and weather resistant, LED and shall incorporate a reflector. Lamp assemblies shall be mounted in a rubber grommet.
Ref: TRUCK-LITE LED, MODEL 44 (44202R)

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

Clearance and marker lamps shall be 2" round, sealed, shock proof and weather resistant and shall incorporate a reflector. Lamp assemblies shall be mounted in a rubber grommet.
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 rubber grommet.
Ref: TRUCK-LITE LED SERIES

ALL LIGHTS SHALL BE SEALED UNITS, WEATHER AND SHOCK PROOF AND RUBBER GROMMET MOUNTED. ALL WIRING SHALL BE TRUCK-LITE, 50 LED SERIES- SUPER SYSTEM HARNESS AND JUNCTION BOX.

4.7 Provide all required reflectors, fastened with screws.

4.8 Chassis OEM multiplex wiring/switches must be utilized for all body functions and lighting.

5.0 CAB & BODY EQUIPMENT

5.1 Equipment and accessories

5.1.1 Provide manufacturer's highest output integral heater/air conditioner and defroster available.

5.1.1.2 Provide an insulated cab with a desert type ventilation system.

5.1.2 All gauges shall be electrical, illuminated, and shall include but not be limited to fuel, coolant temperature, oil pressure, voltmeter, tachometer, speedometer and hour meter.(dash mounted)

5.1.3 Provide two speed electric windshield wipers with windshield washer **system with delay.**

5.1.4 Provide largest size dual sun visors.

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

5.1.5 Provide dome light, door and switch activated.

5.1.6 Provide heavy duty turn signal indicator with transistorized flasher.

5.1.9 Provide 16" X 7" mirrors, 1/4 to 1/3 convex mirrors, left side and right side.

5.1.9.1 Provide fender mounted front mirrors, both sides.

5.1.10 Rustproofing
Areas to be rustproofed (wet, airless spraying, no mist applications) shall include but not be limited to: Light wells, doors, rocker panels, rear vertical door jambs, front pillars, fender and fender wells, entire underbody, etc.

The rustproofing compound shall be in accordance with MIL SPEC QPL 62218, or latest revision. All surfaces shall be properly prepared and finished.

5.1.11 Provide assist handles, approx 12 inches long, knurled or of equal "sure grip" design, both sides, for ease of access and egress.

5.1.12 Provide tinted safety glass throughout.

5.1.13 Provide AM / FM stereo radio, complete with antenna and two speakers.

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

5.1.15 Provide a body builder connection box, with 4 OEM dash mounted switches, minimum.

7.0 AXLES & SUSPENSION SYSTEMS

7.2 Provide front heavy duty shock absorbers.

7.5 GAWR, front 8,000 lbs approx.
GAWR, rear 17,000 lbs approx.

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

7.5.1 Provide a standard leaf spring type rear suspension, with auxiliary springs.

7.6 Provide driver controlled locking differential, all wheels with auto shut off at 15/20 MPH.

7.7 Provide piloted hubs, 10 hole.

8.0 BRAKES

8.3 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 (ALL AXLES).

8.4 Provide an air dryer.
Ref: BENDIX AD/IP or equal.

8.5 All air tanks to be provided with cable release bleeders, for easy bleeding.

8.6 Provide and install air compressor, 13.2 cfm minimum, gear driven (where available) and water cooled.

9.0 ENGINE

9.2 Provide Diesel engine, turbo charged, electronically controlled.
215 HP, gross, @ 2600 RPM
540 Torque, @ 1400 RPM

9.3 Provide vertical exhaust system, passenger side, complete with stainless steel personnel guard (complete pipe) and turn-out.

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

10.0 ENGINE EQUIPMENT

10.4 Provide an engine governor, to achieve a maximum road speed of approximately 65 mph. while fully laden (GVWR). The vendor shall supply performance curves or tables showing the proposed vehicle road speed and torque characteristics at various grades under fully laden conditions.

10.5 Provide an air cleaner restriction indicator, to be located on the cab's instrument panel.

10.6 Provide the engine manufactures automatic shut down / protection system.
IF NOT AVAILABLE THE FOLLOWING MUST BE SUPPLIED
Provide an automatic shut down system, with cab-located 30 second override push-button, activated by: low oil pressure, high transmission oil temperature, high water temperature, low coolant level, all with audio-visual (buzzer and light) indicators, cab located.

10.7 Provide engine block heater, with not less than 200 degrees, 120 volt, single phase, water jacket preheater.

10.8 Provide magnetic oil drain plug.

11.0 TRANSMISSION

11.1 Provide an automatic transmission 5 speed, ALLISON, 2000 with P.T.O. gear.

11.1.1 Provide synthetic transmission oil.

11.2 The transmission shall be equipped with a neutral range inhibitor and shift shock control

11.3 Provide an external transmission cooler, separate from the cooling system radiator.

12.0 STEERING

12.1 Provide tilt/adjustable steering column.

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

13.0 ENGINE COOLING SYSTEM

13.2 Provide heavy duty cooling system. All coolant hoses to be silicone with spring type, constant torque stainless steel clamps, if available. Provide permanent type long life anti-freeze protection to -34 degrees, must meet or exceed OEM engine requirements.

13.3 Provide a water filter (with shut off valves) with recommended DCA units.

13.4 Provide and install thermostatically controlled or viscous engine cooling fan.

14.0 ELECTRICAL EQUIPMENT

14.1 Provide dual batteries 31 series with the highest reserve capacity, 800 CCA each, minimum. Nominal System Voltage 12 volt, negative ground. Provide jump start studs.

14.1.1 Batteries cables shall be a minimum "00" gauge, covered with plastic wire loom and supported every 18 inches.

14.2 Provide a brush-less alternator (130 amp minimum) sufficient in capacity to support the electrical system specified, when used under severe conditions.

14.3 Provide one (1) strobe light, amber lens, with branch guard and cab control.
Ref: Federal Signal / Target, model 250121 (light)
Federal Signal / Target, model 448330 (branch guard)

14.4 Provide a heavy duty starting motor, with over-crank protection.

All wiring shall be color or number coded throughout and encased in plastic wire loom or conduit, all electrical connections shall be weather proof. All electrical circuit shall be protected by circuit breakers or fuses.

15.0 TIRES (ALL TIRES SUPPLIED SHALL BE OF THE SAME TYPE AND MANUFACTURER)

15.1 All tires shall be full aspect designed for the GAWR specified:
Front Tires Steel belted radials.
Rear Tires Steel Belted radials.

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

15.2 through 15.4: omit

15.5 OMIT (SEE PRICING PAGE)

15.6 Provide wheel separator plates between all wheels and hubs.
Ref: ACCURIDE WHEEL GUARDS

15.7 Provide steel BUDD type wheels only.

16.0 FUEL SYSTEM

16.1 Provide 45 gallon minimum aluminum safety step fuel tank, complete with chained tank cap. Tank shall be labeled "DIESEL FUEL ONLY".

16.2 Provide and install a heated fuel/water separator.

17.0 SAFETY EQUIPMENT

17.1 Provide fire extinguisher, 2 ½ lb, cab mounted.
Provide emergency warning reflective triangle kit, with a mounted hold down bracket.

17.2 Provide back-up alarm.
Ref: ECCO, SA 907 series or approved equal.

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

18.0 WARRANTY (100% Parts and Labor and Travel Time, no deductible).
Less wear items, a list of wear items must be submitted with bid.
BIDDER INITIALS _____

Engine
Full Base Coverage, Complete engine 2 years / 150,000 miles

Extended Coverage (After Base Coverage)
Covers all these components, including mounting hardware and gaskets; cylinder heads; rocker lever; ECM; Injectors: pistons, rings and liners; lube oil cooler; cylinder block; oil pan; connecting rod assembly; lube pump assembly; camshaft and bushings; cam followers; major cooled EGR components 3 years / 150,000 miles

Note:
Total Engine Coverage Base / Extended Combined - 5 Years / 300,000 miles / 10,000 Hours

Differential	5 years / 150,000 miles
Transmission	5 years / unlimited
Propeller shafts	5 years / 100,000 miles
Cab & Chassis (Bumper /Bumper)	2 years / Unlimited All components ie: utilized in starting, charging, accessory systems including harness, sensors, modules cranking motors, alternator, regulators etc.
Body Structural	5 years / Unlimited mileage
Body (Stake Body)	2 years / unlimited mileage
Tailgate / Liftgate including all components	2 years / unlimited mileage
All additional added equipment	2 years / unlimited mileage

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

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

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

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

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

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

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 one (1) pilot inspection for the chassis at the manufacture plant, with one (1) 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).

19.2 Provide the Office of Fleet Management one (1) pilot inspection for the body at the manufacture plant, with one (1) 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 Bid Specification should be directed to the Office of Fleet Management.
Bud Lipski, 215-686-1875 / E-Mail - bud.lipski@phila.gov
Pete Baker, 215-686-1877 / E-Mail - pete.baker@phila.gov

22.0 OMIT

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

30.0 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) 685-1336

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, 25 gallons of fuel shall be provided. Battery fully charged, tires properly inflated.

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.

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

31.3 City Delivery 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 _____

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 Invitation of Bid. This re-inspection fee will be assessed for 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, Second Stage Stickers, ETC) ARE TO BE HAND DELIVERED FOURTEEN (14) DAYS PRIOR TO DELIVERY TO:

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

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

Unladen weight of the completed unit shall be supplied for each unit.

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, Philadelphia, 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 One (1) complete set of manuals shall be furnished for **each order**.
In addition to the manuals list in the referenced to 41-V, the following manuals should also be supplied.
Each manual shall cover chassis, superstructure, engine, transmission, differential, hydraulic system and all other added equipment. Operating Instructions and schematics including:

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

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

NOTE: Provide two (2) additional sets of operators manuals, these manuals are to be delivered one month prior to delivery.

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:

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.

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

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.

34.0 INSTRUCTIONS & TRAINING (PER-ORDER)

The vendor shall furnish three (3) CD training discs, covering the following subjects (if available):

Operator Training, Routine Maintenance and 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.

Operators	Location to be determined Two, one Day Programs
Technician	Training for five (5) technicians at a factory training center on chassis, engine, transmission, hydraulic, superstructure and related equipment.

35.0 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 engine, transmission, differentials, hydraulic system, pumps, etc., including valves, controls, water pumps, high pressure water systems, etc. develops repeated defects, breakdowns and/or malfunctions.

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

The responsibility for the design of this equipment shall rest upon the Prime Contractor, and he/she shall consider all elements of operation for which the warranty shall apply. The Prime Contractor shall be responsible for the compliance and performance of each subcontractor including all suppliers. Where the equipment, units and/or sub-components develop CHRONIC COMPLAINTS/FAILURES during the service operations, the Prime Contractor will be required to make any engineering design changes, repairs, alternations, retrofits or to make a more adequate heavy duty re-design of any component so as to properly correct and continue to render continuous, durable and safe performance. Warranty periods shall be 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 no considered under this scope of Chronic Complaints/Failures. Conditions caused by other factors such as operational damage due to accidents, vandalism, misuse, or lack of proper maintenance, service, lubrication as prescribed or recommended by the Original Equipment Manufacturer (OEM) are also excluded. Records and reports will be maintained by the Office of Fleet Management and will be made available to the Prime Contractor's periodic examination relative to Chronic Complaints/Failures. The Prime Contractor shall provide written reports to the City, detailing the action taken as a result of a notice of complaint describing the failure. Any written notices of complaints or field action with corrections made, shall be forwarded directly to the Office of Fleet Management, 100 S. Broad Street, third floor, Philadelphia, PA 19110, Tel. (215) 686-1825, FAX (215) 686-1829, in a numbered report identifying the vehicle's property number, part or serial number of the failed component, with copies to the Engineering Section, same address.

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

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

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

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

The Prime Contractor shall also be subject for Loss of Use, in the form of rental , lease payments, or a $300.00 per day fee while a vehicle is rendered unserviceable or out-of-service.

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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- 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 **$10.00 fee, company check or money order only, no personal checks or cash,** for **each** bid number requested. Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

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

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:

- ☐ Company 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

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08

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.