BID OPENING DATE AND TIME

On: February 9, 2009 **AT: 10:30 A.M.**

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S9Z55510	1 OF 67		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
Various	Various

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 A. Campfield
P. Robertson

TITLE OF BID

Engine Repair and Overhaul/Transmission Rebuild and Exchange

GENERAL INFORMATION

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

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

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

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

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

For City Use Only

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

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

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

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

REVISED 4-2007

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

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Engine Repair and Overhaul/Transmission Rebuild and Exchange**

1.2 **SCHEDULE NO: 332**

1.3 **CONTRACT TERM**: 04/01/2009 to 3/31/2010 ("Initial Term"), with an option to renew for up to two (2) additional one (1) year periods plus 9 months, ("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.

1.3.1 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.

1.3.2 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, 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.

1.4 **CONTRACT TYPE: REQUIREMENTS**

1.4.1 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 materials or services to be delivered generally on an as-needed basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

1.4.2 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.

Commodities or services 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.

1.5 **METHODOLOGY OF ACQUISITION**: Purchase of Engine/Transmission Repair-Overhaul Rebuild-Exchange only.

1.6 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for Engine and Transmission Repair Services as specified herein during the contract period.

1.7 **BID SECURITY**

1.7.1 Bid security shall be based upon **the Estimated Contract amount as stated in Section 1.8.3 below.**

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

Bidders already enrolled in the City's Master Bid Security Program for

July 1, 2008 to June 30, 2010 are not required to provide Bid Security if their bid total is $500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

1.7.2 **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.

1.7.3 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 of **$4,000.00**

1.8 **BID INFORMATION**:

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

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

1.8.3 Estimated Expenditures for Contract Period $413,000.00

1.9 **BID SUBMISSION**:

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

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

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

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

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

1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than $30,000 shall 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."

1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "Minority Business Enterprise Council Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 02-05".

OR

If no M-BE, W-BE or DS-BE ranges are established for this Invitation and Bid, bidders are requested to complete the "Voluntary Participation and Commitment Form (Bid)" located after page 1 of the bid.

Completion of this form will not, in any way, impact the City's determination concerning bidder's responsiveness to the requirements of the bid and the award process. The information provided in the "Voluntary Participation and Commitment Form (Bid)" will be for the City's information.

1.9.8 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5%

preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

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

Prime or subcontractor's LBE Certification Number_____

If applicable:
Subcontractor's Name_____

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

1.9.9 BIDDERS MUST SUBMIT A COPY OF THE LATEST PARTS' PRICE LIST UPON WHICH THEY ARE QUOTING THE CITY RESERVES THE RIGHT TO REJECT BRANDS OF AFTER MARKET PARTS USED WHEN CHRONIC FAILURES OCCUR. THE VENDOR MAY UTILIZE CITY APPROVED AFTER MARKET PARTS FOR REPAIR WHEN APPLICABLE AS STATED BELOW.

1.9.9.1 The price list to be submitted is for verification of product and price only. Bidder agrees that any other product information submitted by the bidder in connection with this bid is for purposes of

product description, price 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.

1.9.10 For Original Equipment Manufacturer (herein referred to as OEM) Factory/Remanufacturer Transmission Exchange Program in Section C: The bidder MUST submit with their bid a letter from the OEM stating that they are an authorized representative and are qualified to participate in their Factory/Remanufacturer Exchange Program.

1.9.11 For Original Equipment Manufacturer (herein referred to as OEM) Fixed Cost Engine Replacement, Ford and General Motors, as stated in Section G: The bidder MUST submit with their bid a letter from the OEM stating that they are an OEM authorized Fleet service Center.

1.9.12 Bidders are to submit with the bid representative sections of the price list bidder intends to use for the purposes of this bid. These representative sections may be in a hard copy or in electronic form (i.e., CD ROM, disk, etc.). At time of award, vendor must submit the manufacturers list price book in Adobe Acrobat PDF file or CD ROM to the buyer. Vendor must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.

1.9.13 **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 specifications and requirements as listed in this Invitation and Bid.

1.9.14 **CONTACT PERSON(S):**

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_____

State Company Web Site 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_____

1.10 **BIDDER QUALIFICATION:**

1.10.1 Upon request of the City of Philadelphia, successful bidder(s) must be prepared to demonstrate competency in the repair of equipment for which a bid is submitted.

All facilities, equipment, staffing and/or samples of completed work may be inspected by the City of Philadelphia prior to award of contract for compliance with the intentions of these specifications. Failure to so comply shall be cause for rejection of bid.

Bidders must meet the following minimum qualifications:

A. Experienced, professional service staff: All contractors' agents mustbe fully trained, factory authorized Technicians, as well as have satisfactorily completed not less than one year of an industry recognized apprentice program

B. Possess all vehicles, tools, parts, equipment, instruments and supplies necessary to perform the services as specified in the bid document and Procurement specification.

C. Shall be fully insured and bondable for environmental or pollution liability.

1.10.2 Successful bidder(s) should have a service facility no more than fifty (50) miles from City Hall.

1.10.3 **Competence of Bidder**
Proof will be required of each bidder that he/she has satisfactorily repaired equipment of the same scope and complexity as the equipment described in this bid. He/she shall submit with this bid a list of at least three equivalent or larger installations to which he has provided such services under contract.

1.10.4 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the services requested in this Invitation and Bid; and demonstrate the bidder's 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 References other than an employee or department of the City of Philadelphia, (excluding suppliers or financial institutions).

	A.	B.	C
Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____
Phone #:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

SECTION 2:

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

P.O./Contract Number:	_____	_____	_____
Department:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone #:	_____	_____	_____
Item(s):	_____	_____	_____

NOTE: **Do not provide the name and phone number of a Procurement Department Buyer in this section. Contact name(s) and phone number(s) must be from a City ordering department.**

SECTION 2: SPECIFICATIONS

2.1 Successful bidders shall provide all labor, materials supplies, tools equipment, services and all incidental items not specified, but reasonably implied or necessary to satisfactorily perform gasoline and/or diesel engine repair and transmission exchange as requested and upon approval from the Office of Fleet Management (OFM). This bid requires Single Line responsibility, No Sub-Contracting.

2.2 All work performed under the contract(s) resulting from this Invitation and Bid shall be paid for at the rates quoted in Section 5, "Pricing." The only additional prices allowed will be those covered by "Add-Ons." as specified in Section 4 below. These prices will be for services similar to, but not specifically mentioned, in the Invitation and Bid.

2.3 **SCOPE OF WORK**

The principal work of this contract will consist of the following :
SECTION A - Engine Overhaul and Repair (Diesel)
SECTION B – Fixed Cost Engine Overhaul (Diesel)
SECTION C - Transmission Exchange: Aftermarket Rebuild and Exchange
SECTION D - Transmission Exchange: OEM Remanufactured and Exchange
SECTION E - In Chassis Transmission Electronic Diagnostic Trouble Shooting
SECTION F – Flashing of Electronic Control Units (ECU)
SECTION G – Fixed Labor Cost Engine Replacement : Ford and General Motors (Gasoline)

The City reserves the option to have repair services done in-chassis or out-of chassis.

All services for engines and transmissions are to be completed in a time frame that approximates the time allotted in the OEM or Motor manufacturer's labor time guide.

Bidder shall state the Labor time guide to be used: _____

Bidders must agree that the Flat Rate Book will be available for inspection, by City personnel at bidder's place of business throughout the entire contract period resulting from this Invitation and Bid.

IN NO CASE WILL THE CITY PERMIT SEPARATE CHARGES FOR ITEMS SUCH AS:

SHOP SUPPLIES, SOLVENTS, SCOTCH BRITE, PAINT, SEALANT, ETC. THERE SHALL ALSO BE NO CHARGES ALLOWED FOR A WASTE OIL OR ENVIRONMENTAL CHARGE.

2.3.1 General Information

All transmission repair work is listed as "Exchange Only". If the City has a transmission that is in need of repair and is listed in this bid and the successful bidder does not have an exchange in stock then the successful bidder shall perform all repairs necessary and provide the transmission for the exchange price.

Core charges shall be paid based upon the discount from list. There shall be a provision to pay core charges in the contract resulting from this Invitation and Bid.

The successful bidder shall, at the time of contract start and for the duration, stock one or more of the following exchange transmissions listed in Section 5.2.1 (in City vehicle configuration/specification): for example but not limited to

MT 653
MD3060P
4000EVS

Equipment covered under this Invitation and Bid to include but not be limited to:

2.3.1.1 Engines

2.3.1.1.1 Diesel

Caterpillar: 3208, 3306, C12, C10, C7/3126
Cummins: 8.3C, 5.9B, 855, M11, NT/N14, ISB, ISC, ISL, ISM
Case: 4-390
Detroit: 6-71, 6V92, 8V92, Series 60
International: DT-360, DT466E, DT530, 7.3L, 6.0L, 6.4L
Miscellaneous: GMC, Perkins, Ford, Mack, Hercules/White, Fiat Allis, John Deere, Mercedes Benz, Waukesha, Isuzu, and Deutz

2.3.1.1.2 Gasoline

Ford: 4.0L – Explorer
Ford: 4.6L – Crown Victoria Police Interceptor
Ford: 3.0L and 3.0L Duratech – Taurus Chevrolet:
3.8L – Impala Police Interceptor

2.3.1.2 Transmissions
Allison: Various
Fiat Allis: ZF
Clark 285

2.3.1.3 Parts
Parts used with Repair Service shall be at a discount from MFR's current list price.

Discount MUST remain firm for the life of this contract, although list may be updated in the event of price changes in the published price lists established by the Manufacturer. The Manufacture's list price shall be the current published price list at the time of the bid opening. Discount will remain firm for the entire period of the contract to include any subsequent renewal and/or extension period(s). No overhead expenses, etc. shall apply to these parts costs. Any additional costs must be factored into the vendor's quoted labor rates.

2.3.1.4 Dynamometer Testing
Dynamometer and valve body test equipment does not have to be on bidder's premises but must be readily (same day) available to the awarded bidder.

2.3.1.4.1 TRANSMISSION
Upon completion of all work, each rebuilt transmission shall be dynotested at the appropriate loads in accordance with manufacturer dyno test procedures and specifications. All testing, fuel, fluids and lubricants used in the dynotest procedure shall be included in the exchange price.

2.3.1.4.2 ENGINE

All engine dynamometer tests will be performed at the City's request. The vendor will be responsible for performing engine dynamometer testing. Dynamometer tests will be paid for at the flat rate charge listed in Section 5.

2.4 **SECTION A – DIESEL ENGINE OVERHAUL AND REPAIR**

Where applicable, and to include but not be limited to:
Liner kits including rings
Rods reconditioned with new rod and main bearings
Cylinder Head reconditioned
Injectors, blower, fuel pump and water [ump exchanged
Turbo charger
All gaskets and seals
Radiator (R and R) for cleaning and service
Replace all belts and hoses

2.4.1 Major Overhaul
Block to be free of all defects. Replacement of all serviceable parts and/or components suggested by OEM or as standard practice workmanship. Radiators, charge air coolers, heat exchanges, as needed, will be removed by the successful bidder; picked up and cleaned by a radiator repair service contractor. After cleaning an or repair is completed the unit will be reinstalled by the successful engine/transmission service contractor. The vendor shall include labor cost for removal and reinstallation in their estimated price The City shall reimburse the successful vendor for the cost of this repair at vendors cost, no mark up. Vendor shall provide a copy of the invoice for repair to be paid with submission of their invoice.

2.5 **Section B- FIXED LABOR CHARGES-DIESEL ENGINE**
In the event that a radiator, charge air coolers, heat exchanges, as a result of a failed condition need to be serviced the City shall require, as needed, the item to be removed and sent out for cleaning and inspection/repair and reinstalled. The vendor shall include labor cost for removal and reinstallation in the lot price. Cleaning and or repair cost for radiator shall be charges as a part at vendors cost. (Copy of invoice to be provided)

2.5.1 ***ISC/8.3 Cummins***

2.5.1.1 Head gasket replacement

This operation shall include but not be limited to the following tasks:

Drain coolant. Remove all applicable coolant hoses, intake manifold and heater (if equipped), injector supply, fuel connection tubes (drain fuel), valve cover, rocker levers, injectors, push tubes, turbocharger, exhaust manifold, engine brake (if equipped). Verify flatness of head using straight edge and feeler gauges.

If resurfacing is needed, or any other issues noted, install recon head.

Clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required, make all necessary adjustments; to include refill of any fluids necessary run and test for leaks and proper operation.

Bid options:

ISC engine or 8.3

Applications CO, Conventional short, medium, long

2.5.1.2 Gear Cover Replacement

This operation shall include but not be limited to the following tasks:

Remove drive belt, vibration damper, and fan hub (if required). Remove gear cover, inspect, install new seal, if needed install new cover. Clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required; to include refill of any fluids necessary run and test for leak and proper operation.

Same for either ISC or 8.3
Applications CO, Conventional short, medium, long

2.5.1.3 Front Gear Housing Replacement

This operation shall include but not be limited to the following tasks:

Remove valve cover, rocker levers, and push rods. Remove drive belt, vibration damper, and fan hub (if required). Remove gear cover, fuel pump and camshaft. Remove or disconnect gear driven accessories such as air compressor, hydraulic pump, etc. Remove oil pan and gear housing cap screws, separate housing from oil pan, and remove gear housing. Inspect gear housing for cracks, and inspect fuel pump mounting studs. Replace gear housing if necessary. Install new seal in gear cover. Clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required; to include refill of any fluids necessary run and test for leak and proper operation.

Same for either ISC or 8.3

Applications CO, Conventional short, medium, long

2.5.1.4 Removal and Installation of Recon Engine

This operation shall include but not be limited to the following tasks:

Steam clean engine as needed. Upon removal identify and tag all hoses, lines, linkages, and electrical connections as they are removed. Drain engine coolant, and lubricating oil, disconnect starter cable and engine ground straps, cab or chassis to engine hoses, tubing, electrical wires, wire harnesses and hydraulic lines. Disconnect intake and exhaust pipes. Disconnect all chassis mounted engine driven accessories. Disconnect drive unit from flywheel. Properly evacuate Air conditioning system if equipped.
Using a properly rated fixture and lifting equipment remove engine assembly properly supporting transmission as necessary. Once engine is secured in place remove all remaining accessories and brackets to use with engine replacement.

Change over all necessary accessories and brackets, install in chassis reinstalling all components, accessories, wires, harnesses, tubing, linkage disconnected for removal. Add new lubricating oil (15W40), refill coolant system with existing or new coolant of same type, properly protected with inhibitors at a 50/50 mixture. To include clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required, make all necessary adjustments; to include refill of any fluids necessary run and test for leak and proper operation. Perform proper run in procedure in accordance with remanufacture instructions.

City shall require all engine R & R to include radiators to be removed and sent out for cleaning and inspection/ repair and reinstalled. The vendor shall include labor cost for removal and reinstallation in the lot price. Cleaning and or repair cost for radiator shall be charged as a part at vendors cost. (copy of invoice to be provided)

Same for either ISC or 8.3

Applications CO, Conventional short, medium, long

2.5.2 **5.9 Cummins ISB**

2.5.2.1 <u>Head gaskets replacement</u>

This operation shall include but not be limited to the following tasks:
Drain coolant. Remove all applicable coolant hoses, turbocharger and exhaust manifold, injectors and fuel connection tubes (drain fuel), valve cover, rocker levers, push tubes, intake manifold and heater (if applicable), and engine brake (if equipped). Remove drive belt, tensioner and bracket, fan hub assembly, alternator and thermostat housing. Verify flatness of head using straight edge and feeler gauges.
If resurfacing is needed. Or any other issues noted, install recon head.

Clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required, make all necessary

adjustments; to include refill of any fluids necessary run and test for leaks and proper operation.

Same for either ISB or 5.9

Applications CO, Conventional short, medium, long

2.5.2.2 Gear Cover Replacement

This operation shall include but not be limited to the following tasks:

Remove drive belt, vibration damper, fan hub (if required). Remove cover, inspect, install new seal, if needed install new cover. Clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required; to include refill of any fluids necessary run and test for leak and proper operation.

Same for either ISB or 5.9

Applications CO, Conventional short, medium, long

2.5.2.3 Fuel Injector Pump (Distributor or In line)

This operation shall include but not be limited to the following tasks:

Drain fuel, disconnect all full lines supply and pressure, remove any linkages, control lines, electrical wires, oil lines, etc. Remove any brackets if equipped, follow manufactures instructions to secure timing of pump and engine. Remove (pull) drive gear, remove mounting nuts, remove injection pump
Clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required; to include refill of any fluids necessary run and test for leak and proper operation.

Same for either ISB or 5.9

Applications CO, Conventional short, medium, long

2.5.3 **NT engine or N-14 Cummins**

2.5.3.1 Head gasket replacement

This operation shall include but not be limited to the following tasks:
Drain coolant. Remove all applicable coolant hoses, intake manifold and heater (if equipped), injector supply, fuel connection tubes (drain fuel), Rocker lever housing cover, rocker lever housing, rocker levers assemblies, valve cross heads, injectors, push tubes, turbocharger, exhaust manifold, engine brake (if equipped). Verify flatness of head using straight edge and feeler gauges.

If resurfacing is needed, or any other issues noted, install recon head.

Clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required, make all necessary adjustments; to include refill of any fluids necessary run and test for leaks and proper operation.

Bid options

NT engine or N 14

Same for either ISB or 8.3

Applications CO, Conventional short, medium, long

2.5.4 **DT 466E International**

2.5.4.1 Injector Replacement

This operation shall include but not be limited to the following tasks:

Remove road draft tube, disconnect main wiring harness connector, remove cap screws to remove intake manifold/valve

cover assembly, follow manufactures instructions t remove injector wires and remove cover. Drain supply manifold, disconnect all oil lines, remove supply manifold, Remove Injection Control Pressure sensor, remove wiring harness channel and oil deflectors, remove hold down bolt, and remove injector(s). Replace all o-rings, seals and gasket on injector(s) prior to installation. Price for one, each additional or all six.

Applications-Conventional short, medium, long

2.5.4.2 Rear Main Housing Oil Seal and Wear Sleeve Replacement

Remove drive shaft(s) automatic transmission and attaching PTO and pump assemblies. Remove Flywheel and or Flex plate, remove seal and follow manufactures instructions for removal of wear sleeve and installation of new sleeve and seal.

Clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required, make all necessary adjustments; to include refill of any fluids necessary run and test for leaks and proper operation.

DT 466 E engine

Applications: Conventional-short, medium, long

2.5.4.3 Head Gasket Replacement

This operation shall include but not be limited to the following tasks:
Remove road draft tube, disconnect main wiring harness connector, remove cap screws to remove intake manifold/valve cover assembly, follow manufactures instructions to remove injector wires and remove cover. Drain supply manifold, disconnect all oil lines, remove supply manifold, Remove Injection Control Pressure sensor, remove wiring harness channel and oil

deflectors, remove hold down bolt, and remove injectors(s). Replace all o-rings, seals and gasket on injector(s)prior to installation. Loosen appropriate bolts and nuts and remove valve lever, and all pushrods. Remove cap screws and remove cylinder head. Verify flatness of head using straight edge and feeler gauges.

If resurfacing is needed, or any other issues noted, install recon head.

Clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required, make all necessary adjustments; to include refill of any fluids necessary run and test for leaks and proper operation.

DT 466 E engine

Applications: Conventional-short, medium, long

2.6 SECTION C-TRANSMISSION EXCHANGE: AFTERMARKET REBUILD AND EXCHANGE

All transmission repair work is listed as “EXCHANGE ONLY”. If the City has a transmission that is in need of repair and is listed in this bid and the successful bidder does not have an exchange unit in stock the successful bidder shall perform all repairs necessary and provide the transmission for the exchange price.

The successful bidder(s) shall supply to the City of Philadelphia, for one price, a rebuilt/overhauled dyno-tested, exchange transmission regardless of core condition provided that the main case (external viewing) has no visual damage. Mounting bolt(s) needing a heli-coil shall not be included as visual damage. All diagnosis time shall be included in Exchange or R & R cost.

The rebuilt transmission will include transmission updated regardless of core exchanged. The rebuilt exchange transmission will be delivered freshly painted silver, all openings plugged and capped, and it shall be shrink wrapped sealed.

The exchange cost shall include all labor, parts, fluids, filters and equipment. No additional charges will be allowed.

Additional labor required to remove or refit transmissions due to special installations, guards or other nonstandard factors or other work or applications judged reasonable by the Fleet Maintenance Supervisor shall be performed in accordance with the hourly labor rate and parts pricing as quoted in Section 5.

2.7 SECTION D-TRANSMISSION EXCHANGE: OEM FACTORY REMANUFACTURED FOR ALLISON TRANSMISSIONS

OFM may request OEM factory remanufactured exchange transmissions when time restraints or industry problems occur. Usage of this exchange shall be done only upon request and prior approval of the OFM Fleet Maintenance Supervisor.

The remanufactured transmission will include all updates regardless of core exchanged for one price, regardless of core condition provided that the main case (external viewing) has no visual damage. Mounting bolt(s) needing a heli-coil shall not be included as visual damage. The remanufactured transmission will be delivered freshly painted, all openings plugged and caped, and it shall be shrink wrapped sealed in polyethylene.

All diagnosis time shall be included in Exchange or R & R cost. The exchange cost shall include all labor, parts, fluids, filters and equipment. No additional charges will be allowed.

Additional labor required to remove or refit transmissions due to special installations, guards or other nonstandard factors or other work or applications judged reasonable by the Fleet Maintenance Supervisor shall be performed in accordance with the hourly labor rate and parts pricing as quoted in Section 5.

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2.8 SECTION E: IN CHASSIS TRANSMISSION ELECTRONIC DIAGNOSTIC TROUBLE SHOOTING ALLISON BRAND

The successful bidder(s) shall provide diagnostic service to aid the City of Philadelphia to determine if a transmission complaint or failure is a warranted repair or if a repair is needed to an electronic portion/component of the transmission. Transmission will not need to be removed to correct problem. Provide parts, labor and diagnostics as required.

2.9 SECTION F – FLASHING OF ELECTRONIC CONTROL UNITS (ECU):

Where applicable, the City will utilize this section to require OEM vendors to flash a newly installed "ECU" unit in a vehicle. Awarded vendor must have the necessary equipment and OEM program required to perform this flashing requirement.

Flashing of Electronic Control Units (ECU) will be required for the following units:

Engine:

Caterpillar, Cummins, Detroit, Mercedes Benz, IHC, Ford, General Motors, Chevrolet

Transmission:

Allison

2.10 SECTION G – FIXED LABOR COST ENGINE REPLACEMENT FORD AND GENERAL MOTORS - GASOLINE

Bidders for this section must be either Ford or General Motors, Chevrolet authorized "Fleet" dealerships and service centers. Engine replacements shall be performed on Marked and Unmarked Police vehicles. Only Ford or Chevrolet authorized remanufactured engines shall be installed. Secure off street parking must available.

2.10.1 Removal and Installation of Factory Remanufactured Engine

This operation shall include but not be limited to the following tasks:

Steam clean engine as needed. Upon removal identify and tag all hoses, lines, linkages, and electrical connections as they are removed. Drain engine coolant, and lubricating oil, disconnect starter cable and engine ground straps, cab or chassis to engine hoses, tubing, electrical wires, wire harnesses and hydraulic lines. Disconnect intake and exhaust pipes. Disconnect all chassis mounted engine driven accessories. Disconnect drive unit from flywheel. Properly evacuate Air conditioning system if equipped. Using a properly rated fixture and lifting equipment remove engine assembly properly supporting transmission as necessary. Once engine is secured in place

remove all remaining accessories and brackets to use with engine replacement.

Change over all necessary accessories and brackets, install in chassis reinstalling all components, accessories, wires, harnesses, tubing, linkages disconnected for removal. Add new lubricating oil meeting Engine manufacturer's recommendations, refill coolant system with existing or new coolant of same type, properly protected with inhibitors at a 50/50 mixture. To include clean and prep all surfaces for reinstallation of all components using new gaskets and seals as required, make all necessary adjustments; to include refill of any fluids necessary run and test for leak and proper operation. Perform proper run in procedure in accordance with remanufacture instructions.

City shall require all engine R&R to include radiators to be removed and sent out for cleaning and inspection/repair and reinstalled. The vendor shall include labor cost for removal and reinstallation in the lot price. Cleaning and or repair cost for radiator shall be charged as a part at vendors cost. (copy of invoice to be provided)
SPECIAL NOTE:
Ford Crown Victoria Engine replacements must have the following items replaced; Engine Oil Cooler, Intake Manifold and Injector Harness, all hoses and belts.

2.11 WORK AUTHORIZATION

Failure to follow this procedure may result in non-payment of service.

2.11.1 Authorization Procedure

The OFM maintenance facility supervisor shall request a "Z" work order number from the Central Ordering unit authorizing any of the following scenarios:

- vehicle be sent to successful bidder
- estimate of repairs
- any vehicle being inspected, repaired or tested while out of the control of City employees but remaining on City property.

Successful bidder must prepare a written estimate of all work to be performed.

The estimate must include, at the minimum, the following:

Total labor hour quote to perform repair needed in a time frame that approximates the time allotted in the OEM or Motors manufacturer's labor time guide.

List of parts to be installed, identifying whether parts are new, or remanufactured as well as the parts costs after discount as specified in contract.

In the case of additional superstructures or modifications installed that need removal prior to accessing the transmission, the successful bidder shall research and provide labor quotes according to the mounted equipment labor guide.

The estimate for transmission shall be for removal and replacement as well as any related labor and parts to complete installation.
Upon the OFM Supervisors' inspection of failed engine or transmission while approving the estimate of repair, the successful bidder's designee and OFM supervisor shall identify failed parts, components and all non-reusable items. The OFM supervisor must take these items at this time for disposal. Any items that have a core value will remain at the successful bidder's location for core credits.

The vendor will then send a copy of the estimate to the OFM Maintenance Facility Supervisor. He or his designee must sign the estimate of work to be performed and submit signed copy of the estimate to the OFM Central Ordering Unit to initiate a Purchase Order authorization with shipping instructions. Successful bidder must receive this authorization to proceed**, from OFM Central Ordering Unit prior to any repairs being initiated.**

Purchase Order and Shipping Instruction authorization to proceed should be released no later than 48 hours after receipt of estimate approval.

All repairs/exchanges must be completed within the time stated on the estimate starting from the date of receipt of Purchase Order Authorization and Shipping Instructions. If additional time is required to effect the repair, vendor must contact the Fleet Maintenance Supervisor for approval. If equipment fails after repair and during the warranty period covering the repair work, all repairs must be completed and returned to service within five (5)working days. Failure to meet these time frames will result in liquidated damages being accessed, and may result in vendor being declared in default of the contract.

2.11.2 **VARIANCES FROM ESTIMATES**:
Variances shall be allowed to account for unexpected problems found during the actual repair process for issue(s) unknown at the time of the estimate (i.e. cracked cylinder head). Additional work and/or repair time needed shall be submitted as a separate "supplemental" estimate that will only include additional work needed. Authorization Procedure shall be the same as above.

Successful bidder(s) shall be responsible for obtaining approval of the OFM prior to undertaking any work not included in the original estimate. Additional work shall be submitted as a separate "supplemental" estimate that will only include additional work needed. Authorization Procedure shall be the same as above.

2.12 **TIMELINESS OF REPAIR**
Successful bidder shall perform inspection within 48 hours after receipt of City equipment and provide repair estimates that include an estimate of time needed to complete the repair. This information should be provided to the OFM facility maintenance supervisor within twenty (24) hours of completion of the initial inspection.

Upon authorization of repairs, the vendor shall perform all repairs, as per the agreed estimate within forty eight (48) hours of the estimated completion time given to the City.

ALL TRANSMISSION REPAIRS SHALL BE COMPLETED PER ESTIMATED TIME LINES AND RETURNED WITHIN FIVE (5) WORKING DAYS THEREIN: THIS INCLUDES THE REMOVAL, INSTALLATION, AND REBUILDING PROCESS.

Liquidated Damages in the amount of $100 per day past due may be applied to each piece of equipment which exceeds the delivery Schedule/requirement.

2.13 **Delivery/Pick up**

During the life of the contract resulting from this Invitation and Bid, the successful bidder may be required to pick up and deliver equipment to and from the City sites. The City of Philadelphia also reserves the right to deliver and pick up equipment.

2.13.1 **Transportation Charges**

The OFM supervisor may choose to have the successful vendor transport the disabled vehicle to the vendor's location for diagnosis or repair. The City reserves the right to pick up and deliver as required. <u>These charges will only apply to city vehicle transportation.</u>

One way to Vendor's Facility, (EA)
Est. No of Trips: 4

Round Trip to Vendor's Facility (EA)
Est. No of Trips: 4

2.13.2 **GARAGES LOCATIONS**:

Awarded vendor will be notified of location repair requirements from the requesting shop supervisor and the issuance of purchase order authorization and shipping instructions from OFM Central Control.

<u>LOCATION OF GARAGES</u>:

Shop 134 - Front & Hunting Park
Shop 159 - 4040 Whitaker Ave.
Shop 175 - 8601 State Rd.
Shop 209 - Northeast Airport(3001 Grant Ave)
Shop 225 - Domino & Umbria (5201 Umbria St)
Shop 233 - 3275 Fox Street
Shop 241 - 2601 Glenwood Ave
Shop 258 - 26th & Master Sts.
Shop 282 – I 76 Montgomery Drive Exit

Shop 290 - 51st & Grays (5014 Grays Ferry)
Shop 308 - 8200 Enterprise Ave

Shop 316 – PIA 4269 Island Avenue
(across from overseas terminal)
Shop 332 - Delaware & Wheatsheaf Lane
Shop 357 – 3033 S. 63rd Street
Shop 415 - 3900 Richmond St.
Shop 423 - 11th & Reed Sts. (1117 Reed Street)

NOTE: City reserves the right to change, delete or add locations during contract period

2.13.3 SHIPPING COSTS

2.13.3.1 "UNIT DOWN" DESIGNATION
In the event of a "unit down" (vehicle out of service) , the City will require an engine or transmission part or component be deemed at emergency status and available immediately. Should that part not be available in the vendor's stock, but rather available from the factory or manufacturer, the City will require the part to be designated "UNIT DOWN". This designation will require the vendor to secure or "lock" the part as belonging to the City. When the City authorizes the vendor to secure the part purchase, the City shall pay the vendor a service charge as stated in section 5 for this cost.

2.13.3.2 OVERNIGHT FREIGHT CHARGES
In the event The City requires to have needed parts shipped overnight to complete repair in an expedited manner, the successful bidder shall be reimbursed for those shipping fees at vendors cost, no mark up (to be supported by supplier's invoices). Vendor must submit a copy of original shipper's invoice with their invoice to the City. This cost shall include shipping costs only-no additional charges will be paid by the City.

2.14 **WARRANTIES:**

2.14.1 **Engines**
This warranty shall apply to both Diesel and Gasoline Engines.

All repair parts, workmanship, engines, materials and labor for repair/overhaul, will be guaranteed for a minimum of twenty-four (24) months, 100% parts and labor. The warranty begins the date the engine is installed or reinstalled in the vehicle and the vehicle returned to service. Any warranty repairs arising from a failure of a repaired unit in-chassis under the resulting contract must include labor to remove and replace that unit in-chassis.

2.14.1.1 Diesel Engine

OFM may request, where applicable, an extended "RECON" diesel engine warranty for five years (5), 150,000 miles 100% parts and labor. The City shall reimburse the vendor for this warranty at vendor's cost to be supported by the vendor's supplier invoicing copies submitted with vendor's invoicing.

The option to purchase additional Diesel Engine warranty to five (5) years increments shall be available at additional cost as stated in Section 5.

2.14.2 **Transmissions (Aftermarket Rebuild/Exchange)**

All repair parts, workmanship, transmissions, materials and labor for repair/overhaul, will be guaranteed for a minimum of twenty-four (24) months, 100% parts and labor. The warranty begins the date transmission is installed or reinstalled in the vehicle and the vehicle returned to service. Any warranty repairs arising from a failure of a repaired unit in-chassis under the resulting contract must cover labor to remove and replace that unit in-chassis.

2.14.3 **Transmissions (OEM Factory Remanufactured)**

The warranty for the transmissions will be for the periods specified below. The warranty begins the date the transmission is installed in the vehicle and returned to service. Any warranty repairs, removal, reinstallation, towing, parts and labor will be covered 100%. Contractor must cover labor to remove and replace the repaired/replaced defective unit during the warranty period.

Transmission Application	**Months**

Refuse/Trash Vehicle	24
Industrial/Construction	06
All others not listed above	24

2.15 **INSPECTION OF WORK**:
All completed work shall be inspected by a representative from the OFM prior to an approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the City and must be assumed by the successful bidder(s).

2.16 **RETURNS**
The City reserves the right to charge the vendor at City labor rates for the transportation time to return back to successful bidder's facility, any repaired unit that has failed either in or out-of-chassis.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

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

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

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

3.2 **AWARD:**

3.2.1 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. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

3.2.2 **The Procurement Commissioner reserves the right to award this bid to the lowest responsive and responsible bidder as follows:**

SCHEDULE A:	**As a whole or per Manufacturer.**
SCHEDULE B:	**Per Engine.**
SCHEDULE C:	**As a whole or per line item.**
SCHEDULE D:	**As a whole or per line item.**
SCHEDULE E:	**As a whole in accordance with schedule D.**
SCHEDULE F:	**As a whole or per line item**
SCHEDULE G:	**Per Engine by Vehicle**

3.3 **BASIS OF AWARD**

3.3.1 **Schedule A Engine Overhauls and Repairs - In & Out-of-Chassis**):

For each engine listed:

10 x shop/labor plus 2 x Shop labor rate/hour for Diagnosis, plus 1 x charge for Dynamometer Test .

3.3.2 **Schedule B – Fixed Cost Engine Overhaul (Diesel)**
Cummins
Same for either ISB or 5.9

Head Gasket Replacement

Cab Over	lot	$_____	x 3	$_____
Conventional Short	lot	$_____	x 3	$_____
Medium	lot	$_____	x 3	$_____
Long	lot	$_____	x 3	$_____

Gear Cover Replacement

Cab Over	lot	$_____	x 3	$_____
Conventional Short	lot	$_____	x 3	$_____
Medium	lot	$_____	x 3	$_____
Long	lot	$_____	x 3	$_____

Fuel Injector Pump (Distributor or Inline)

Cab Over	lot	$_____	x 3	$_____
Conventional Short	lot	$_____	x 3	$_____
Medium	lot	$_____	x 3	$_____
Long	lot	$_____	x 3	$_____

IH DT466E

Injector Replacement

Price for One	lot	$_____	x 3	$_____
Price for each additional	lot	$_____	x 3	$_____
Price for all six injectorslot		$_____	x 3	$_____

Rear Main Housing Oil Seal and Wear Sleeve Replacement

Cab Over	lot	$_____	x 3	$_____
Conventional Short	lot	$_____	x 3	$_____
Medium	lot	$_____	x 3	$_____
Long	lot	$_____	x 3	$_____

Head Gasket Replacement				
Cab Over	lot	$_____	x 3	$_____
Conventional Short	lot	$_____	x 3	$_____
Medium	lot	$_____	x 3	$_____
Long	lot	$_____	x 3	$_____

3.3.3 **Schedule C- Transmission Exchange: AFTERMARKET Rebuild and Exchange**

The total of: the rate for exchange + rate for removal and replacement, per transmission, x the quantity listed in 5.3 (i.e., the total cost to the City).

3.3.4 **Schedule D- Transmission Exchange: OEM Factory Remanufactured Exchange**

	Transmission Model	**Transmission Cost**		**Removal Reinstallation Cost**
		26086 500 030		**26086 500 031**
3.3.4.1	HT-755D	$_____	+	$_____ x 3 $_____
		26086 500 040		**26086 500 041**
3.3.4.2	HT-750D	$_____	+	$_____ x 3 $_____
		26086 500 050		**26086 500 051**
3.3.4.3	MT-653	$_____	+	$_____ x 3 $_____
		26086 500 060		**26086 500 061**
3.3.4.4	MD3560P	$_____	+	$_____ x 3 $_____

3.3.5 **SCHEDULE E: In-Chassis Transmission Electronic Diagnostic Troubleshooting**
The sum of 1 each per transmission.

3.3.6 **SCHEDULE F – Flashing of Electronic Control Units (ECU)**

Engine	**Flat Rate Cost**
Caterpillar	**$_____ x 2 $_____**
Cummins	**$_____ x 2 $_____**
Detroit Diesel	**$_____ x 2 $_____**
Mercedes Benz	**$_____ x 2 $_____**
International Harvester	**$_____ x 2 $_____**
Chevrolet	**$_____ x 2 $_____**

Transmission	**Flat Rate Cost**
Allison	**$_____ x 2 $_____**

3.3.7 **SCHEDULE G – Fixed Labor Cost Engine Replacement Ford and General Motors – Gasoline**

The total of: the removal and installation of Factory Remanufactured Engine x the quantity listed in 5.4 (i.e.,the total cost to the City.).

3.4 Upon notification of award, successful bidder shall submit complete copies of the price list(s) that bidder has quoted upon, and which will be used for the purpose of acquiring all items under the contract, to the following:

Office of the Director of Finance
Bureau of Accounts
Municipal Services Building, 13th floor
Phila., PA 19102
Attn: Manager, Financial Verification & Accounting Section

City Controller
Municipal Services Building, 13th floor
Phila., PA 19102
Attn: Examination Supervisor

Procurement Department, Price Desk
Municipal Services Building, Room 150

Phila., PA 19102
Attn: Price Desk Clerk

Office of Fleet Management
100 South Broad Street, 3rd Floor
Philadelphia, Pa. 19102
Attn: Teri Antonelli, Administrative Officer
teri.antonelli@phila.gov

3.4.1 Upon request of the buyer, apparent low bidder must submit the manufacturers list price book in Adobe Acrobat PDF file or CD ROM to the buyer. Vendor must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.

For all invoices submitted, vendor must agree that pricing can be verified in the price list(s) submitted after award. If, during the term of the contract, a using agency orders an item(s) that cannot be found on the manufacturer's price list, vendor must, at the time of the order placement:

- notify the using agency that the item cannot be found on the price list; and

- provide to the using agency and the Procurement Department written proof from the manufacturer of the list price of the item(s).

Vendor must submit copies of all amendments, updates, etc. to the submitted price list(s) to the following:

- If sending amendment, updates, etc in Adobe Acrobat PDF file, email to: teri.antonelli@phila.gov

- If sending a CD ROM, mail to:
  Teri Antonelli, Adm. Officer
  100 South Broad Street, 3rd Floor
  Philadelphia, Pa 19102

All amendments, updates, etc. must reference the appropriate bid number and contract number.

3.5 **PERFORMANCE SECURITY:**
Bidder's 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 $30,000.01. All awards at the $30,000.01 amount will be subject to a $50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

3.6 **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 in 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**
The Office of Fleet Management (OFM) will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. OFM will prepare and submit purchase orders and release authorizations per job based on estimate agreements between OFM Fleet Maintenance Supervisors, OFM Central Ordering, and awarded vendor(s).

4.1.2 OFM is responsible for monitoring the services provided 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.

4.1.3 **ADD-ONS:**
OFM reserves the right to add, delete and/or acquire other types of Transmission Repair Services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

Procurement or OFM 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 schedule 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.

4.1.4 Invoices shall be submitted after delivery and acceptance of the service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information.

4.2 VENDOR RESPONSIBILITY:

4.2.1 Contractor may perform only services 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 perform only services at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).

4.2.3 Contractors may perform services up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested

to carefully monitor obligations against purchase orders and inform OFM of anticipated funding shortfalls.

4.2.4 In the event that the contractor receives an order for products, services 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 OFM in writing and refuse to deliver.

4.2.5 Should services be performed that are not specifically incorporated and priced into the contract, and/or be provided without purchase order, the City shall have no obligation for payment.

4.2.6 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

4.2.7 Successful bidder will notify the OFM Fleet Maintenance Supervisor and the OFM Materials Management Unit immediately of any personnel changes (resignations, terminations, reassignments) that may impact the ability of vendor to respond to requests as defined within this Invitation and bid.

4.2.8 **Approval of Work:**
All completed work shall be approved by OFM prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by OFM and must be assumed by the Contractor. Invoicing for unapproved work will not be accepted and will be returned to vendor.

4.2.9 **Liquidated Damages**

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor ***liquidated damages as stated above in Section 2- "Work Authorization"***

- Failure to comply with the response time specified in the estimate.
- Poor performance
- Failure to provide all equipment, materials and parts necessary for the performance of the work
- Failure to supply qualified personnel and complete work within promised completion date.

4.2.10 **Invoices/Receipts**

4.2.10.1 Successful bidder(s) agrees to invoice upon completion of work and approval of Fleet Maintenance Supervisor.

In most cases, it will be necessary to submit two (2) separate invoices – one for labor expenses and one for parts. If two (2) invoices are required, there will be two (2) different purchase orders also. The City recommends that such Time and Material invoices have the same invoice number but different suffixes (e.g. 1234L (labor) and 1234P (Parts). Supporting Work Orders detailing hours worked and parts used with the signature and payroll ID number of the authorized/ designated City personnel must be included.

The invoice must correctly reference the purchase order number and shipping instruction release number, Z work order number, as well as bid number, the vendor name, address and Federal Employer Identification number.

FAILURE TO INVOICE IN ACCORDANCE WITH THESE BID SPECIFICATIONS SHALL RESULT IN A LIQUIDATED DAMAGE CHARGE OF $25 PER INVOICE, PER MONTH UNTIL CORRECT.

<u>Vendors cutting off service due to incomplete or inaccurate invoicing information shall be considered in default status of their contract.</u>

4.2.10.2 Invoices should be sent in triplicate to the following address:
Office of Fleet Management
Central Ordering Unit-Z Work Order
100 South Broad Street, 3rd Floor
Philadelphia, Pa 19102
Attn: Tameka Hodge

One (1) original and two (2) copies of fully itemized invoice, signed and approved estimate and any related paperwork.

Invoicing must match signed estimates and purchase order.

All paperwork shall also contain the following:
City vehicle six-digit Property Number
Vehicle VIN
Procurement Purchase Order Number and shipping order release number.
Z work order number
OFM Shop location

The parts invoice must show part identification by part/stock number, discount, unit prices, if applicable, quantity, and net amount due.

The parts percentage submitted on the invoice should show cost from manufacturer price list as well as cost to city after discount.

The unit of purchase on the invoice must agree with the unit cited on the estimate and subsequent purchase order.

Checks will only be made payable to the company name as shown on the contract; the invoice must reflect this same company name as the "pay to."

Paying the successful vendor is the responsibility of Fleet Management, not the Procurement Department. The successful vendor should bring any problems concerning payments to the attention of Tameka Hodge, Inventory Control Specialist, 215-686-1822.

4.2.10.3 **BASIS OF PAYMENT**

Payment will be made to the Contractor for work actually performed and parts provided in accordance with approved estimate at the hourly rate and the discount/markup percentage bid.

The liability of the City will be limited to the items listed in the estimated in accordance with the pricing in Section 5 of the Invitation and Bid. No other costs or charges will be assumed.

4.3 **PRICE INCREASE OR DECREASE:**

Contractor shall provide labor rates at the prices set forth in the OEM Flat Rate Book or Motors Labor Guide for a period of 12 months; thereafter, service may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for an additional two (2) one (1) year period plus one (1) nine-month period. Contractor may increase prices for the final three (3) renewal period(s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Philadelphia, PA 19102, referencing the Bid #, Contract #, period and showing items(s), descriptions and applicable pricing.

In no event shall the increased labor prices exceed those in the latest published Labor Time Guide.

Failure to notify the City within this sixty (60) day time frame shall result in the following:

the effective date of the labor price increase shall be sixty (60) days from the receipt of the price increase letter by the City;

OR

if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.

In no event shall the price increase exceed 4% in any renewal period.

4.3.1 Failure to notify the City within the time frame specified in 4.3 will result in a commensurate delay in implementing the price change.

4.4 **BIDDER ACCEPTANCE - 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)

5.1 **SCHEDULE A – ENGINE OVERHAUL AND REPAIR**

5.1.1 Caterpillar Engines

26086-701-000
Shop Labor
Rate/Hour
50 Hr $_____

26086-701
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $30,000

26086-701-001
Flat Rate cost for
Dynamometer Test,
if required. 8 Ea $_____

26086-701-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.2 **Cummins Engines**

26086-702-000
Shop Labor
Rate/Hour 100 Hr $_____

26086-702
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $50,000

26086-702-001
Flat Rate cost for
Dynamometer Test,
if required. 10 EA $_____

26086-702-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.3 **Case Engine**

26086-703-000
Shop Labor
Rate/Hour 30 Hr $_____

26086-703
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $5000

26086-703-001
Flat Rate cost for
Dynamometer Test, if required. 4 Ea $_____

26086-703-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.4 **International Harvester Engine**

26086-704-000
Shop Labor
Rate/Hour 100 Hr $_____

26086-704
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $50,000.00

26086-704-001
Flat Rate cost for
Dynamometer Test,
if required. 5 Ea $_____

26086-704-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.5 **Detroit Diesel Engine**

26086-705-000
Shop Labor
Rate/Hour 100 Hr $_____

26086-705
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $50,000.00

26086-705-001
Flat Rate cost for
Dynamometer Test, if required. 5 Ea $_____

26086-705-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.6 **Perkins Engine**

26086-706-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-706
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $25,000.00

26086-706-001
Flat Rate cost for
Dynamometer Test, if required. 2 Ea $_____

26086-706-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.6 **Ford Diesel Engine**

26086-707-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-707
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $15,000.00

26086-707-001
Flat Rate cost for
Dynamometer Test, if required. 1 Ea $_____

26086-707-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.8 **Mack Engine**

26086-708-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-708
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $15,000.00

26086-708-001
Flat Rate cost for
Dynamometer Test, if required. 1 Ea $_____

26086-708-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.9 **GMC Diesel Engine**

26086-709-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-709
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $15,000.00

26086-709-001
Flat Rate cost for
Dynamometer Test, if required. 1 Ea $_____

26086-709-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.10 **Hercules White Engine**

26086-710-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-710
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $15,000.00

26086-710-001
Flat Rate cost for
Dynamometer Test, if required. 1 Ea $_____

26086-710-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.11 **Fiat Allis Engine**

26086-711-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-711
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $15,000.00

26086-711-001
Flat Rate cost for
Dynamometer Test, if required. 1 Ea $_____

26086-711-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.12 **John Deere Engine**

26086-712-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-712
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $15,000.00

26086-712-001
Flat Rate cost for
Dynamometer Test, if required. 1 Ea $_____

26086-712-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.13 **Mercedes Benz Engine**

26086-713-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-713
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $15,000.00

26086-713-001
Flat Rate cost for
Dynamometer Test, if required. 1 Ea $_____

26086-713-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.14 **Waukesha Engine**

26086-7149-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-714
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $15,000.00

26086-714-001
Flat Rate cost for
Dynamometer Test, if required. 1 Ea $_____

26086-714-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.15 **Isuzu Engine**

26086-715-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-715
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $15,000.00

26086-715-001
Flat Rate cost for
Dynamometer Test, if required. 1 Ea $_____

26086-715-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.1.16 **Duetz Engine**

26086-716-000
Shop Labor
Rate/Hour 20 Hr $_____

26086-716
Parts Discount
(Mfr's List) _____%
Estimated Expenditures: $15,000.00

26086-716-001
Flat Rate cost for
Dynamometer Test, if required. 1 Ea $_____

26086-716-002
Shop Labor
Diagnosis, if required 10 Ea $_____

5.2 **SCHEDULE B – FIXED COST ENGINE OVERHAUL - DIESEL**
Estimated Expenditures $60,000.00

5.2.1 **ISC/8.3 Cummins**

5.2.1.1 ISC Cummins

26086- 550- 000
5.2.1.1.1 Gear Cover Replacement

26086- 550- 000- 00	Cab Over	1	lot	$_____
26086- 550- 000- 01	Conventional Short	1	lot	$_____
26086- 550- 000- 02	Medium	1	lot	$_____
26086- 550- 000- 03	Long	1	lot	$_____

26086- 550- 001
5.2.1.1.2 Front Gear Housing Replacement

26086- 550- 001- 00	Cab Over	1	lot	$_____
26086- 550- 001- 01	Conventional Short	1	lot	$_____
26086- 550- 001- 02	Medium	1	lot	$_____
26086- 550- 001- 03	Long	1	lot	$_____

26086- 550- 002
5.2.1.1.3 Removal and Installation of Recon Engine

26086- 550- 002- 00	Cab Over	1	lot	$_____
26086- 550- 002- 01	Conventional Short	1	lot	$_____
26086- 550- 002- 02	Medium	1	lot	$_____
26086- 550- 002- 03	Long	1	lot	$_____

5.2.1.2 8.3 Cummins

26086- 550- 003

5.2.1.2.1 Gear Cover Replacement

26086- 550- 003- 00	Cab Over	1	lot	$_____
26086- 550- 003- 01	Conventional Short	1	lot	$_____
26086- 550- 003- 02	Medium	1	lot	$_____
26086- 550- 003- 03	Long	1	lot	$_____

26086- 550- 004

5.2.1.2.2 Front Gear Housing Replacement

26086- 550- 004- 00	Cab Over	1	lot	$_____
26086- 550- 004- 01	Conventional Short	1	lot	$_____
26086- 550- 004- 02	Medium	1	lot	$_____
26086- 550- 004- 03	Long	1	lot	$_____

26086- 550- 005

5.2.1.2.3 Removal and Installation of Recon Engine

26086- 550- 005- 00	Cab Over	1	lot	$_____
26086- 550- 005- 01	Conventional Short	1	lot	$_____
26086- 550- 005- 02	Medium	1	lot	$_____
26086- 550- 005- 03	Long	1	lot	$_____

5.2.2 **5.9 Cummins**
Same for either ISB or 5.9

26086- 550- 006

5.2.2.1 Head Gasket Replacement

26086- 550- 006- 00	Cab Over	1	lot	$_____
26086- 550- 006- 01	Conventional Short	1	lot	$_____
26086- 550- 006- 02	Medium	1	lot	$_____
26086- 550- 006- 03	Long	1	lot	$_____

26086- 550- 007

5.2.2.2 Gear Cover Replacement

26086- 550- 007- 00	Cab Over	1	lot	$_____
26086- 550- 007- 01	Conventional Short	1	lot	$_____
26086- 550- 007- 02	Medium	1	lot	$_____
26086- 550- 007- 03	Long	1	lot	$_____

26086- 550- 008

5.2.2.3 Fuel Injector Pump (Distributor or Inline)

26086- 550- 008- 00	Cab Over	1	lot	$_____
26086- 550- 008- 01	Conventional Short	1	lot	$_____
26086- 550- 008- 02	Medium	1	lot	$_____
26086- 550- 008- 03	Long	1	lot	$_____

5.2.3 **Cummins NT/N-14 Engine**

26086- 550- 009

5.2.3.1 Head Gasket Replacement

26086- 550- 009- 00	One Head	1	lot	$_____
26086- 550- 009- 01	Each Additional Head	1	lot	$_____
26086- 550- 009- 02	All Three Heads	1	lot	$_____

5.2.4 **IH DT466E**

26086 550 010

5.2.4.1 Injector Replacement

26086- 550- 010- 00	Price for One	1	lot	$_____
26086- 550- 010- 01	Price for each additional	1	lot	$_____
26086- 550- 010- 02	Price for all six injectors	1	lot	$_____

26086 550 011

5.2.4.2 Rear Main Housing Oil Seal and Wear Sleeve Replacement

26086- 550- 011- 01	Conventional Short	1	lot	$_____
26086- 550- 011- 02	Medium	1	lot	$_____
26086- 550- 011- 03	Long	1	lot	$_____

26086 550 012

5.2.4.3 Head Gasket Replacement

26086- 550- 012- 01	Conventional Short	1	lot	$_____
26086- 550- 012- 02	Medium	1	lot	$_____
26086- 550- 012- 03	Long	1	lot	$_____

5.3 **SCHEDULE C-TRANSMISSION EXCHANGE: AFTERMARKET REMOVAL AND REINSTALLATION**

Estimated Expenditures: $150,000.00

The cost of removal and reinstallation of transmissions will include the successful bidder flushing out cooler lines and trans cooler, replacing City supplied drive axles and checking/supplementing differential fluids on towed vehicles.

Transmission	Typical Application	Column A Exchange $	Column B R&R $	Qty	Total Cost	Cost for an Additional Extended Warranty for one Year	Cost for Optional Five (5) Year Extended Warranty
5.3.1.1 **26086 300 001** AT545 , AT542 AT543	STEP VANS SMALL REFUSE COMPACTOR SCHOOL BUS		**26086 300 001 00**		**26086 300 001 01**		**26086 300 001 02**
		_____	_____	1	$_____	$_____	$_____
5.3.1.2 **26086 300 002** AT540, AT542 AT543,AT545	STREET SWEEPER		**26086 300 002 00**		**26086 300 002 01**		**26086 300 002 02**
		_____	_____	1	$_____	$_____	$_____
5.3.1.3 **26086 300 003** MT640,MT642 MT643	FIRE TRUCK UTILITY TYPE TRUCK FLAT BED/MISC P&D ON HIGHWAY DUMP		**26086 300 003 00**		**26086 300 003 01**		**26086 300 003 02**
		_____	_____	1	$_____	$_____	$_____
5.3.1.4 **26086 300 004** MT653 MT653 DR	FIRE TRUCK UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP		**26086 300 004 00**		**26086 300 004 01**		**26086 300 004 02**
		_____	_____	1	$_____	$_____	$_____

Transmission	Typical Application	Column A Exchange $	Column B R&R $	Qty	Total Cost	Cost for an Additional Extended Warranty for one Year	Cost for Optional Five (5) Year Extended Warranty
5.3.1.5 **26086 300 005** MT654 MT654 CR	FIRE TRUCK UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP	**26086 300 005 00**			**26086 300 005 01**		**26086 300 005 02**
		_____	_____	1	$____	$_____	$_____
5.3.1.6 **26086 300 006** HT740, HT740RS	FIRE TRUCK UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP FUEL TANKER TRUCK	**26086 300 006 00**			**26086 300 006 01**		**26086 300 006 02**
		_____	_____	1	$____	$_____	$_____
5.3.1.7 **26086 300 007** HT750 HT750DR HT750CR HT750RS	FIRE TRUCK UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP FUEL TANKER TRUCK	**26086 300 007 00**			**26086 300 007 01**		**26086 300 007 02**
		_____	_____	1	$____	$_____	$_____
5.3.1.7.1	Optional above HT750 type trans cost for 777 converter						
		_____	_____	1	$____	$_____	$_____
5.3.1.8 **26086 300 008** HT755DR	FIRE TRUCK UTILITY TYPE TRUCK FUEL TYPE TANKER REFUSE COMPACTOR ON HIGHWAY DUMP	**26086 300 008 00**			**26086 300 008 01**		**26086 300 008 02**
		_____	_____	1	$____	$_____	$_____

Transmission	Typical Application	Column A Exchange $	Column B R&R $	Qty	Total Cost	Cost for an Additional Extended Warranty for one Year	Cost for Optional Five (5) Year Extended Warranty
5.3.1.9 **26086 300 010** MD3060P On& Off Road	FIRE TRUCK UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP	**26086 300 010 00**		1	$____	**26086 300 010 01**	**26086 300 010 02**
5.3.1.10 **26086 300 011** MD3560 On & Off Road	FIRE TRUCK UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP	**26086 300 011 00**		1	$____	**26086 300 011 01**	**26086 300 011 02**
5.3.1.11 **26086 300 012** MD3560P On Road	FIRE TRUCK UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP	**26086 300 012 00**		1	$____	**26086 300 012 01**	**26086 300 012 02**
5.3.1.12 **26086 300 013** HD4060P	FIRE TRUCK UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP	**26086 300 013 00**		1	$____	**26086 300 013 01**	**26086 300 013 02**
5.3.1.13 **26086 300 029** HD4560P	FIRE TRUCK ROAD TRACTOR FUEL TYPE TANKER REFUSE COMPACTOR	**26086 300 029 00**				**26086 300 029 01**	**26086 300 029 02**

ON HIGHWAY DUMP
_____ _____ 1 $_____ $_____ $_____

Transmission	Typical Application	Column A Exchange $	Column B R&R $	Qty	Total Cost	Cost for an Additional Extended Warranty for one Year	Cost for Optional Five (5) Year Extended Warranty
5.3.1.14 **26086 300 031**		**26086 300 031 00**			**26086 300 031 01**		**26086 300 031 02**
HT653RM	FIRE TRUCK UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP	_____	_____	1	$____	$_____	$_____
5.3.1.15 **26086 300 045**		**26086 300 045 00**			**26086 300 045 01**		**26086 300 045 02**
3000RDS	UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP TRIAXLES	_____	_____	1	$____	$_____	$_____
5.3.1.16 **26086 300 046**		**26086 300 046 00**			**26086 300 046 01**		**26086 300 046 02**
3500RDS	UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP TRIAXLES	_____	_____	1	$____	$_____	$_____
5.3.1.17 **26086 300 047**		**26086 300 047 00**			**26086 300 047 01**		**26086 300 047 02**
4500RDS	UTILITY TYPE TRUCK REFUSE COMPACTOR						

ON HIGHWAY DUMP
TRIAXLES

_____ _____ 1 $____ $_____ $_____

Transmission	Typical Application	Column A Exchange $	Column B R&R $	Qty	Total Cost	Cost for an Additional Extended Warranty for one Year	Cost for Optional Five (5) Year Extended Warranty
5.3.1.18 **26086 300 043**		**26086 300 043 00**			**26086 300 043 01**		**26086 300 043 02**
1000EVS	FIRE TRUCK MEDIC UNIT UTILITY TYPE TRUCK	_____	_____	1	$____	$_____	$_____
5.3.1.19 **26086 300 044**		**26086 300 044 00**			**26086 300 044 01**		**26086 300 044 02**
3000EVS	FIRE TRUCK MEDIC UNIT UTILITY TYPE TRUCK	_____	_____	1	$____	$_____	$_____
5.3.1.20 **26086 300 033**		**26086 300 033 00**			**26086 300 033 01**		**26086 300 033 02**
ZF TRANSMISSION	FIRE TRUCK UTILITY TYPE TRUCK REFUSE COMPACTOR ON HIGHWAY DUMP	_____	_____	1	$____	$_____	$_____
5.3.1.21 **26086 300 035**		**26086 300 035 00**			**26086 300 035 01**		**26086 300 035 02**
CLARK 285	OFF ROAD EQUIPMENT	_____	_____	1	$____	$_____	$_____

Transmission	Typical Application	Column A Exchange $	Column B R&R $	Qty	Total Cost	Cost for an Additional Extended Warranty for one Year	Cost for Optional Five (5) Year Extended Warranty
5.3.1.22 **26086 300 032**		**26086 300 032 00**			**26086 300 032 01**		**26086 300 032 02**
FIAT ALLIS FR20B							
LOADER ONLY		_____	_____	1	$____	$_____	$_____

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

5.4. **SCHEDULE D: TRANSMISSION EXCHANGE: OEM REMANUFACTURED REMOVAL AND REINSTALLATION**

Estimated Expenditures: $80,000.00

The cost of removal and reinstallation of transmissions will include the successful bidder flushing out cooler lines and trans cooler, replacing City supplied drive axles and checking/supplementing differential fluids on towed vehicles.

	Transmission Model		**Transmission Cost**		**Reinstallation Cost**
			26086-500-130		**26086-500-131**
5.4.1	MT640, MT642 MT643	(A)	$_____	(B)	$_____
			26086-500-132		**26086-500-133**
5.4.2	MD-3060P,MD3560P, MD3560, MD2560	(A)	$_____	(B)	$_____
			26086-500-134		**26086-500-135**
5.4.3	MT-653,MT653DR	(A)	$_____	(B)	$_____
			26086-500-136		**26086-500-137**
5.4.4	MT654, MT654CR	(A)	$_____	(B)	$_____
			26086-500-138		**26086-500-139**
5.4.5	AT540, AT542 AT543,AT545	(A)	$_____	(B)	$_____
			26086-500-140		**26086-500-141**
5.4.6	HD4060P	(A)	$_____	(B)	$_____
			26086-500-142		**26086-500-143**

5.4.7	HD4560P **Transmission Model**	(A)	$_____ **Transmission Cost**	(B)	$_____ **Reinstallation Cost**
			26086-500-144		**26086-500-145**
5.4.8	MT654CR	(A)	$_____	(B)	$_____
			26086-500-146		**26086-500-147**
5.4.9	HT 740, HT740RS	(A)	$_____	(B)	$_____
			26086-500-148		**26086-500-149**
5.4.10	HT750, HT750DR HT750CR, HT750RS	(A)	$_____	(B)	$_____
			26086-500-150		**26086-500-151**
5.4.11	HT755DR	(A)	$_____	(B)	$_____
			26086-500-152		**26086-500-153**
5.4.12	HT653RM	(A)	$_____	(B)	$_____
			26086-500-154		**26086-500-155**
5.4.13	3000RDS	(A)	$_____	(B)	$_____
			26086-500-156		**26086-500-157**
5.4.14	3500RDS	(A)	$_____	(B)	$_____
			26086-500-158		**26086-500-159**
5.4.15	4500RDS	(A)	$_____	(B)	$_____
			26086-500-160		**26086-500-161**

5.4.16	1000EVS **Transmission Model**	(A)	$_____ **Transmission Cost**	(B)	$_____ **Reinstallation Cost**
			26086-500-162		**26086-500-163**
5.4.17	3000EVS	(A)	$_____	(B)	$_____
			26086-500-164		**26086-500-165**
5.4.18	4000EVS	(A)	$_____	(B)	$_____
			26086-500-166		**26086-500-167**
5.4.19	ZF TRANSMISSION	(A)	$_____	(B)	$_____
			26086-500-168		**26086-500-169**
5.4.20	CLARK 285	(A)	$_____	(B)	$_____
			26086-500-170		**26086-500-171**
5.4.21	FIAT ALLIS FR20B	(A)	$_____	(B)	$_____

5.5 Labor hours rate and parts discount for performing any additional requirements as referred to in sections 2.5 and 2.6

5.5.1	**26086-550-013** Shop Labor Rate/Hour	50	Hr	$_____
5.5.2	**26086-550** Parts Discount (Mfr's List)			_____%

Estimated Expenditures:
$30,000.00

5.6 **SCHEDULE E: IN CHASSIS TRANSMISSION ELECTRONIC DIAGNOSTIC TROUBLE SHOOTING**

5.6.1 **26086-550-015**
Shop Labor
Rate/Hour
30 Hr $_____

5.6.2 **26086-553**
Parts Discount
Manufacturers List
Estimated Expenditures $ 5,000 _____%

5.7 **SCHEDULE F: FLASHING OF ELECTRONIC CONTROL UNITS (ECU)**
Estimated Expenditures: $5,000.00

	Engine	**Flat Rate Cost**
5.7.1	**26086-550-020** **Caterpillar**	**$**_____
5.7.2	**26086-550-021** **Cummins**	**$**_____
5.7.3	**26086-550-022** **Detroit Diesel**	**$**_____
5.7.4	**26086-550-023** **Mercedes Benz**	**$**_____
5.7.5	**26086-550-024** **International Harvester**	**$**_____
5.7.6	**26086-550-025** **Chevrolet**	**$**_____
5.7.7	**26086-550-027** **Ford**	**$**_____
5.7.8	**26086-550-028** **General Motors**	**$**_____

	Transmission	**Flat Rate Cost**

26086-550-026
5.7.9 **Allison** **$**_____

5.8 **SCHEDULE G – Fixed Labor Cost Engine Replacement – GASOLINE**
Estimated Expenditures $20,00.00

26086-551-000
5.8.1 Ford 4.6 L Ford Crown Victoria
Police Interceptor package 15 Ea $ _____ $_____

26086-551-01
5.8.2 Ford 4.0 L OHV Ford Explorer 10 Ea $ _____ $_____

26086-551-002
5.8.3 Ford 3.0 L & 3.0 L Duratech
Taurus 10 Ea $ _____ $_____

26086-551-003
5.8.4 Chevrolet 3.8 Impala - Police
Interceptor Package 10 Ea $ _____ $_____

Extended Total Amount for 5.8 (Unit Price X Quantity for all items bid.) *$*_____

26086-551
5.8.5 Parts Discount
Manufactures List _____%
Estimated Expenditures $20,000.00

5.9 **<u>Transportation Costs</u>**

26086-418-003
5.9.1 One way to Vendor's Facility, 4 Ea $_____ $_____

26086-418-004

5.9.2	Round Trip to Vendor's Facility	4	Ea	$_____	$_____

5.10 Extended Warranty (Diesel ONLY)

26086-552-001

5.10.1	Upgrade warranty for 5 years 150,000 miles 100% parts and labor	2	EA	$_____

5.11 Shipping Costs:

26086-418-006

5.11.1	Unit Down Designation Charge	2	EA	$_____

5.1.1.2 Provision:
26086-418-005
Overnight Freight Charges
To be reimbursed at vendor's cost, no mark up (to be supported by supplier's invoices). Vendor must submit a copy of original supplier's invoice with their invoice to the City. LO

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.