



Van, Custom, Walk-In S5YQ0690

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**
Required by: **OFM – Vehicle Purchase- Fire**

Pre-Bid Meeting Date: April 1, 2015
Pre-Bid Meeting Time: 1:00 PM Philadelphia Local Time
MUNICIPAL SERVICES BUILDING – ROOM 170A
1401 JFK BOULEVARD, PHILADELPHIA PA 19102

Bid Opening Date: April 13, 2015
Bid Opening Time: 10:30 AM Philadelphia Local Time
Location for Bid Opening: **MUNICIPAL SERVICES BUILDING - ROOM 170A**
1401 JFK BOULEVARD, PHILADELPHIA PA 19102

Buyer: J. Manton
Spec. Writer: J. Washington

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

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED. BIDDER MUST COMPLETE THE INFORMATION BELOW:

GENERAL INFORMATION

NAME AND ADDRESS OF FIRM:
FEDERAL EIN/SOCIAL SECURITY NUMBER:

This Invitation and Bid and Contract is issued under the Antidiscrimination Policy described in the Mayor’s Executive Order 03-12. While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. See the Office of Economic Opportunity (OEO) Instructions and Form which is part of this Invitation and Bid and Contract.

BID QUESTIONS

All questions concerning this Invitation and Bid, including specifications and conditions, must be presented prior to the bid opening date and time. Contact the Procurement Department Customer Service Unit by emailing Bid.Info@phila.gov or by calling (215) 686-4720 with questions.

Bid is Best and Good Faith Efforts.

FOR PROCUREMENT USE ONLY. DO NOT MAKE ANY MARKS IN THIS BOX.

Bid Security Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Method (if paid with bid) _____	Check or M/O # _____
Bid Processing Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Method _____	Check or M/O # _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 2 17
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: Van, Custom, Walk-in

1.2 CONTRACT TYPE: **FIRM LIMIT**

1.3 METHODOLOGY OF ACQUISITION: Purchase only.

1.4 STATEMENT OF DIRECTION:

1.4.1 It is the intent of the City of Philadelphia to make an award for **Custom Walk-in Van** for the Office of Fleet Management as specified herein.

1.5 BID SECURITY

1.5.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's New Annual Bid Security Program. The program covers the time period from **July 1, 2014 - June 30, 2015**. All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**\$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order. The fee should be submitted, under separate cover, to the attention of "**Annual Bid Security Program**" at least one day prior to the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**\$100.00**) made payable to "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract."

1.6 BID INFORMATION:

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 3 17
		FIRM NAME (Must be filled in)	

1.6.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.

1.7 BID SUBMISSION:

1.7.1 All bids submitted to the City of Philadelphia must adhere to the bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.

1.7.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.

1.7.3 Vendors must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.

1.7.4 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.

1.7.5 All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.

1.7.6 Vendor's bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications. All pricing must be completed on the forms provided and must be in **ink or typed**. The bid must be complete as to required bid signature and corporate seal, and fully accept the terms and conditions contained in the bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 4 17
		FIRM NAME (Must be filled in)	

1.7.7 **Local Business Preference**

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a local bid preference¹. In order to determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity ("LBE") at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder's LBE Certification Number _____

Further, through submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference which certification is incorporated into any contract resulting from this bid:

"Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)² will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my LBE certified subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry."

If the Procurement Commissioner determines that the awarded bidder fails to comply with its certification at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

¹ For bids of One Million Dollars or less, the preference is ten percent (10%); for all other bids the preference is five percent (5%).

² If the Bidder relies upon LBE subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)' LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 5 17
		FIRM NAME (Must be filled in)	

1.7.8

BID PROCESSING FEE:

All bidders MUST submit with their bid a non-refundable company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order to the order of the "The City of Philadelphia" in the amount of twenty-five dollars (\$25.00) to cover the bid processing fee in accordance with Paragraph 3 of the "SS&E Terms and Conditions of Bidding and Contract." Failure to submit the bid processing fee may result in disqualification from bidding.

1.7.9

CONTACT PERSON:

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (____) _____ Ext.: _____

Fax No. (____) _____

E-mail address _____

Vendor's WEB 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 _____

Vendor's WEB address _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 6 17
		FIRM NAME (Must be filled in)	

1.7.10 ALTERNATES SUBMITTED

If an alternate to any item is offered, bidder must follow instructions in Paragraph 4 of "SS&E Terms and Conditions of Bidding and Contract". State the brand name and the model number of each alternate offered. Detailed technical information on the alternate should accompany the bid.

Failure to state alternates will obligate bidder to provide material and/or service specified in the bid; see also 1.8.10 below.

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

1.7.11 FORMS TO BE RETURNED WITH BID:

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

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

YEAR: _____

MAKE: _____

MODEL: _____

BODY MODEL: _____

MANUFACTURER'S
CUT OFF DATE: _____

1.7.12 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by emailing bid.info@phila.gov, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 7 17
		FIRM NAME (Must be filled in)	

Questions, whether written 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. The City will respond to questions it considers appropriate to this Invitation and Bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any bidder question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications.**

The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.

1.7.13 COPIES OF BID SPECIFICATIONS

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

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

1.8 BIDDER QUALIFICATION:

1.8.1 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 commodity or service requested in this Invitation and Bid and demonstrate the bidders ability to perform on a contract of this size and scope.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 8 17
		FIRM NAME (Must be filled in)	

SECTION 1:

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

Firm Name: _____

Contact Name: _____

Phone No.: _____

Type Work: _____

Years dealing w/your firm: _____

SECTION 2:

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

Dept. Name: _____

Contact Name: _____

Phone No.: _____

PO#/Contract#: _____

Items: _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 9 17
		FIRM NAME (Must be filled in)	

1.9 **MANDATORY PRE-BID**

April, 1, 2015
Time: 1:00 PM
Location: Municipal Services Building
1401 J. F. Kennedy Blvd
Philadelphia, PA

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by city employees or their representatives are not binding and shall not in any way be a commitment by the City.

Mandatory Pre-Bid

Attendance at this Pre-Bid Meeting is mandatory. Only bidders who attend the Pre-bid meeting and are subsequently qualified by the City will be eligible for award.

IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. BIDDERS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED MAY BE DENIED ENTRY TO THE MEETING.

SECTION 2: SPECIFICATIONS

2.1 Successful Bidder shall be required to supply the City of Philadelphia's **Office of Fleet Management (OFM) with a Custom Walk-In Van** as listed in Sections 2 and 5 of this Invitation and Bid.

2.2 **SPECIFIC REQUIREMENTS**

In Section 5 "Pricing", vendor shall submit an Each (EA) price for all items listed therein. Bidder shall submit pricing on items indicated plus all options. Quoted prices must not contain more than three (3) decimal places.

2.2.1 **42810 002 175**
PER SPEC 22409C.13 AND PROCUREMENT SPEC 41-V-20M:86.
OMIT ITEM 19.2, PILOT INSPECTION, BODY MANUFACTURER

2.2.2 **42810 009 340**
PER SPEC 22409C.13 AND PROCUREMENT SPEC 41-V-20M:86.
ITEM 19.2, PILOT INSPECTION, BODY MANUFACTURER

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 10 17
		FIRM NAME (Must be filled in)	

2.5 DELIVERY INSTRUCTIONS

Departments will contact vendor with delivery instructions.

All invoices against this purchase order should be mailed to:

Office of Fleet Management
Accounting Unit, 3rd Floor
100 South Broad Street
Philadelphia PA 19110

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

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

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

- 3.1.1 Bid will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 11 17
		FIRM NAME (Must be filled in)	

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

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

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

3.2 AWARD

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder. Bidder must bid all items to be eligible for award.

3.2.2 **BASIS OF AWARD**

Basis of award will be on 5.1 only.

3.2.3 **CONTINGENCY**

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

3.2.4 Mandatory Pre-Award Meeting

A mandatory pre-award meeting will be held after the bid opening prior to award with the apparent low bidder to ensure that they have met all Bidder Qualifications and are fully capable of performing the scope of services listed in this Invitation and Bid.

3.2.5 Performance Security

In this bid, Performance Security in the amount of \$25.00 is required as outlined in paragraph 13 of "SS&E Terms and Conditions of Bidding and Contract."

Please note however, that all awards as a result of this bid will have a minimum contract amount of 32,000.01

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 12 17
		FIRM NAME (Must be filled in)	

3.2.6 **Evaluation and Award**

In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the 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 the bid is awarded as a whole, the local bid preference is applicable. If the bid is awarded by line item, the local bid preference is not applicable.

Unless the Procurement Commissioner determines to waive the preference for the reasons stated in subsection 7 b. of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the required information, shall be granted the applicable bid preference on competitive bid(s) awards that are awarded as a whole or by section.

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

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

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

In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 13 17
		FIRM NAME (Must be filled in)	

In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

- (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
- (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and
- (iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

3.2.8 Insurance

Insurance is a requirement for this bid in accordance with Paragraph 15 of the "SS&E 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

Upon contract conformance of a Firm Limit bid, the Procurement Department shall apply the department's requisition against the contract and issue a purchase order for product and/or service awarded.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 14 17
		FIRM NAME (Must be filled in)	

- 4.1.1.1 The purchase order will be issued for unit and price including contingency.
- 4.1.1.2 If during the production process the City identifies a need, the City will issue a change order. The total of the original purchase order and the change orders cannot exceed the contract total.

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

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

4.2 **VENDOR RESPONSIBILITY**

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

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

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

- (i) bring this to the immediate attention of the Procurement Dept., and
- (ii) notify the ordering agency in writing and refuse to deliver.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 15 17
		FIRM NAME (Must be filled in)	

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

4.2.5.1 Liquidated Damages For Late Deliveries

These specifications shall be subject to the following contractual provisions:

- (1) Time is an essential element of this agreement and Seller agrees that deliveries of items in condition satisfactory to the Procurement Commissioner shall be completed as provided on the day(s) specified pursuant to the delivery schedule contained in specifications.
- (2) For each and every day that a vehicle is late, in accordance with the delivery schedule, the Procurement Commissioner may deduct from the monies due or becoming due Seller the sum per day per undelivered vehicle specified in the bid as liquidated damages to compensate Buyer for its damages arising out of delay in delivery. The number of days of default shall be computed as including the day of default through to but not inclusive of the day when delivery is made. Provided, however, as to item delivered but rejected, the item shall be considered as non-delivered from the date on which the vendor is notified of rejection until the date the item is re-delivered.
- (3) The term "vehicle" as used above shall refer to each vehicle, vehicle body, chassis, or other unit of equipment awarded to the bidder.
- (4) Notwithstanding the above provisions Seller shall not be liable for liquidated damages for delays in delivery caused by Acts of God, acts of public enemy, acts of government, quarantine restrictions and general strikes throughout the industry or freight embargoes not caused by or participated in by Seller.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 16 17
		FIRM NAME (Must be filled in)	

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

(6) Liquidated damages will be in the amount of \$200.00 per calendar day per vehicle that delivery of each vehicle exceeds the delivery schedule stated.

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

4.2.7 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 the ordering agency in writing and refuse to deliver.

4.2.8 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.

4.2.9 **MINIMUM WAGE & BENEFITS AND PREVAILING WAGE**
If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. Please see Paragraph 29, "MINIMUM WAGE & BENEFITS AND PREVAILING WAGE" of the SS&E Terms and Conditions of Bidding and Contract.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S5YQ0690	PAGE OF 17 17
		FIRM NAME (Must be filled in)	

SECTION 5: PRICING

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

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

Description	QTY	UNIT	UNIT PRICE	AMOUNT
5.1 42810 002 175 Van, Custom, Walk-in PER SPEC 22409C.13 AND PROCUREMENT SPEC 41-V-20M:86. OMIT ITEM 19.2, PILOT INSPECTION, BODY MANUFACTURER	1	EA	\$_____	\$_____

Description	QTY	UNIT	UNIT PRICE	AMOUNT
5.2 42810 009 340 PER SPEC 22409C.13 AND PROCUREMENT SPEC 41-V-20M:86. ITEM 19.2, PILOT INSPECTION, BODY MANUFACTURER	1	EA	\$_____	\$_____

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

NOTE: Only 5.1 will be used for the calculation of the Basis of Award.

BIDDER SPECIFY ESTIMATED DELIVERY TIME: _____

Form 80-247B

BID No.		ITEM No.		QUANTITY		
CHASSIS						
MAKE		MODEL NO.		WHEELBASE		
ENGINE						
MAKE	MODEL	DISPL. (CU. IN.)	NO. CYL	MAXIMUM NET H.P.	GOVERNED RPM	
TRANSMISSION						
MAKE		MODEL NO.		TYPE		
SPEED RATIOS					NO. PTO OPENINGS	
CLUTCH						
MAKE		NOMINAL DIAMETER		TYPE		
				<input type="checkbox"/> Single Disk <input type="checkbox"/> Twin Disk		
AXLES						
FRONT	MAKE	MODEL NO.		CAPACITY AT GROUND Lbs.		
REAR	MAKE	MODEL NO. RATIO		CAPACITY AT GROUND Lbs.		
FRAME						
SECTION MODULS		MAX. RESISTING MOMENT		YIELD STRENGTH. MIN		
				Inch-Lbs. Lbs./Sq.In.		
SIDE RAIL DIMENSIONS						
STEERING						
TURNING RADIUS FT.		POWER <input type="checkbox"/> NO <input type="checkbox"/> YES		(MAKE)	(MODEL)	
WHEELS						
FRONT-MAKE AND RIM SIZE			REAR-MAKE AND RIM SIZE			
TIRES						
FRONT	NO.	SIZE	PLY RATING	CAPACITY Lbs.@ Psi.	TYPE <input type="checkbox"/> Tube <input type="checkbox"/> Tubeless	CORD MATERIAL
REAR	NO.	SIZE	PLY RATING	CAPACITY Lbs.@ Psi.	TYPE <input type="checkbox"/> Tube <input type="checkbox"/> Tubeless	CORD MATERIAL
80-247B(Rev.4/69)		AUTOMOTIVE DATA				

TYPE: VAN, CUSTOM WALK-IN

GVWR: 30,000 lbs. Approximately

SPEC. CODE: 22409c.13

REF. PURCHASE DESCRIPTION: 41-V-20M:86

VOCATION: FIRE & EMERGENCY COMMAND

INTENT: It is the intent to describe in more detail a diesel powered, aluminum body constructed walk-in type van configured for utilization as a fire and emergency mobile command center. The unit shall be designed and built for the rigors of fire and emergency service. All equipment selected shall be installed and operational at the time of delivery of the unit(s).

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

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

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

Awarded vendor must furnish at time of delivery, for each piece of equipment being delivered, a line sheet pertaining to all components of the vehicle. This unit must supply as a minimum all standard equipment of the referenced model(s) in this specification. Awarded vendor is considered the "Prime Vendor" for the complete unit and is responsible for all conditions of the bid.

All wiring shall be color or number coded throughout. All electrical circuits shall be protected by circuit breakers or fuses. All chassis-to-body wiring shall be of the **DEUTSCH / WEATHERPACK** type connections. All non-OEM wiring connections shall be crimped and soldered and covered with shrink wrap.

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

All wiring, non-hydraulic hoses and tubing throughout shall be protected by the highest rated non-flammable, fire retardant (FR) convoluted loom available. All hydraulic hoses and tubing (if equipped) shall be protected by a nylon abrasion sleeve covering and HYCON clamps. Rubber grommets and/or edge guard shall be supplied on all wiring and hoses when passing through/or over any bulkheads, body panels, abrasive material etc.

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

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

"OR APPROVED EQUAL"

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

MODIFICATIONS TO THE STANDARD SPECIFICATION

2.0 APPLICABLE SPECIFICATIONS

All line set ticket (actual part numbers and descriptions used in manufacturing), service, parts, operator, and preventive maintenance manuals will be provided in a computer readable media. Acceptable file formats are: ASCII, Microsoft Word, Excel and Access.

2.1 Provide two (2) line set tickets for each unit delivered.

3.0 CAB & CHASSIS

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

3.1 REFER TO SECTION 4.3

3.2 CHASSIS

Provide latest model year front engine walk-in van chassis with left hand primary steering location. The unit shall also contain an approximate wheelbase of 276 inches and approximate rear frame overhang of 138 inches.

Ref: MT55 Freightliner Custom Chassis or approved equal

3.3 CHASSIS BODY & CAB COLORS

3.3.1 REFER TO SECTION 4.14

3.3.2 Through 3.3.4 Omit

4.0 BODY (*BODY & UPFIT SPECIFICATIONS*)

Ref: 30 Foot Long Utilmaster Aeromaster Walk-In Van or approved equal

4.1 DIMENSIONS

Approximate Overall Exterior Dimensions

Length – 478 inches (39 feet 10 inches) front bumper to rear bumper

Width – 96 inches (8 feet) rub rail to rub rail (excluding mirrors)

Height – 126 inches (10 feet 6 inches) ground to roof skin (excludes roof lighting or A/C's)

Approximate Interior Cargo Dimensions

Length – 357 inches (29 feet 9 inches)

Width – 86 inches (7 feet 2 inches) (finished from wall to wall)

Height – 83 inches (6 feet 11 inches) ceiling to floor

4.2 CAB DOORS

Provide two (2) sedan style, swing out cab doors.

Provide sliding windows in upper section of cab doors.

Provide rotary latch w/ exterior paddle handles.

Provide aluminum tread plate interior door panels.

Provide 4 inch lowered step wells.

Provide driver's door intermediate step.

Provide passenger's door with slide out step.

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

4.3 CAB SEATING

Drivers-Provide a black cloth hi-back driver seat w/ arm rests and lumbar.

Ref: Magnum 200 Mechanical Suspension or approved equal

Passenger-Provide removable jump-seat, 10” wide, with 3-point restraint

4.4 CAB OPTIONS

Provide automotive style single wiper motor system w/ motor located under hood and intermittent wiper control.

Provide complete cab insulated floor matting and Safe-T-Tread in stepwells.

Provide diesel engine noise reduction insulation on firewall.

Provide AM/FM/CD radio w/Bluetooth microphone.

Provide dual padded sun visors.

Provide two (2) ABS cup holders in dash area.

Provide cab acoustical package to include panels above windshield and doors to minimize noise.

Provide molded engine cover w/ document holder.

Provide cab worktable w/ lockable storage.

Provide six (6) 12 volt DC Power Point receptacles, three (3) in LH and three (3) RH sides of dash.

4.5 REAR STRUCTURE

Provide solid rear structure

4.6 BULKHEAD

Provide bulkhead between cab and cargo area directly behind driver/passenger seating.

Provide bulkhead seal kit for limited noise transference from cab/cargo.

The bulkhead will be constructed of Blandex core w/ .030 aluminum skin and carpet lined on the cab and cargo facing sides.

Provide a bulkhead center sliding door with a keyed chrome locking handle.

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

4.7 INTERIOR LIGHTING

Provide two (2) 8 inch round red/white Super-LED cab dome lights, centered with Hi/Low intensity.

Provide sixteen (16) 8 inch round red/white Super-LED command area dome lights with Hi/Low intensity wired to lighted 3-Way switches on dash and near cargo door. Locate these lights per the following:

- Sixteen (16) centered left to right and spaced evenly front to rear.

Command area dome lights are to be wired battery hot. Provide appropriate wiring/switching system to utilize red/white light color and Hi/Low intensity.

Ref: Whelen M/N: 80CREHCR or approved equal

4.8 ROOF

Provide .125 inch aluminum NFPA knurled tread plate welded roof skin, R-4 fiberglass roof insulation, .030inch white embossed roof liner and three (3) roof A/C reinforcement packages in roof for A/C installation.

Roof bows on 16" centers and "I" beam style 2-3"H.

Roof Castings designed for mini LED clearance light installation.

Interior of roof to be insulated and finished

Provide four (4) 14"x14" 12 volt DC 3-speed cargo power roof vents with reversible fan direction. Locate three (3) spaced evenly from bulkhead to rear wall in center aisle of roof and one (1) in the lavatory.

Ref: Fantastic Brand Power Vent or approved equal

4.9 CARGO FLOOR

Provide .125 inch aluminum extruded interlocked floor planks mounted across frame rails with fuel tank access plate for fuel sending unit.

Cargo floor wheel wells to be 10" high by 40-44" long.

4.10 SIDE & REAR WALLS

Provide heavy duty aluminum hat section style studs on 16" centers with 1-3/8 inch polystyrene R-4 insulation board in between sidewall studs.

Provide .125 inch minimum upper and lower sidewall metal thickness along with a 4mm Duraplate side and rear wall liner.

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

Provide 18 inch high minimum sidewall skirting below floor line for compartment installation.

Provide a right hand cargo side door approximately 32 inches by 82 inches on the curbside with stepwell and slide out step. Locate the door 8 inches forward of the rear wheel well.

4.11 REAR BUMPER

Provide 12 inch aluminum grip strut bumper with corner supports.

4.12 FRONT BUMPER

Provide 3-piece chrome bumper.

4.13 EXTERIOR BODY OPTIONS

Provide chrome mirrors w/ heat and power adjustment.

Ref: Velvac VMAX Revolution or approved equal.

Provide bonded in (automotive style) tinted windshield glass.

Provide aluminum rear fender flares.

Provide mud flaps for rear tires without logos or decals.

Provide four (4) 21 inch long grab handles with offset at cargo and cab doors.

Provide fiberglass hood with Freightliner M2 tube grille insert and 7" round halogen headlamps.

Provide auxiliary battery compartment with three (3) 12 volt batteries and locate on right hand side of van body under floor just behind cab.

Provide a sound proof generator compartment with double louvered doors and locate on left hand side of van body under floor just behind the left rear wheel well.

Provide a minimum of five (5) 60"W x 18"H x 18"D (vendor to provide maximum depth, 18" is minimum) under floor storage drawers. Locate two (2) on curbside and three (3) on streetside with final dimensions to be determined with Fire Department. Space is to be maximized and additional cabinets are required if space permits. Further details shall be discussed at the preconstruction conference.

4.14 PAINT & GRAPHICS

Paint exterior of van 2-tone (white over red).

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

White shall be above the rub rail, red shall be the rub rail and below as well as full hood to follow angle of ¼ glass.

Philadelphia FD will provide paint code at time of order.

Provide deletion of all company / manufacturer logos, badges and emblems.

4.15 EXTERIOR BODY LIGHTING

All vehicle lighting should adhere to FMVSS regulations.

Provide LED bullet clearance lights

Provide 4.5 inch round LED Stop/Tail/Turn lights and locate the lights in lower kick plate along with a centered license plate light.

Ref: Truck-Lite Brand or approved equal.

Provide LED front turn signal lights.

Provide red LED light strip high mount brake light assy.

Provide six (6) LED scene light heads in the following locations:

Two (2) per left sidewall – high location

Two (2) per right sidewall – high location

Two (2) rear structure – high/outboard under emergency lights (lights to turn on when transmission placed in reverse)

Ref: Whelen 900 Series Super-LED or approved equal

4.16 HVAC

Provide cab equipped dash air conditioning, defroster, and minimum 40,000 BTU heat with electronic controls. The chassis shall include an air conditioning prep package (condenser/compressor).

4.17 EMERGENCY VEHICLE EXTERIOR LIGHTING PACKAGE

Provide emergency lighting package consisting of:

- Ten (10) Red M9 LED light heads w/clear lenses & chrome flanges for placement high on front, middle & rear body sidewalls
- Ten (10) Red M4 LED light heads w/clear lenses & chrome flanges for placement low on body sidewalls, rear structure, & grille
- One (1) Whelen Model D12LPEMS Delta LED light bar (white/red) located along front roofline
- One (1) Whelen control head w/6 position switch panel & microphone
- Two (2) Whelen siren/PA speakers for under hood mount
- One (1) amber colored Whelen TAM83 Traffic Advisor bar mounted in rear

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

Ref: Whelen LED or approved equal

4.18 CARGO INTERIOR CABINET PACKAGE (made of .125 aluminum)

Interior to consist of three areas (see attached drawing for additional information):

WORK STATION AREA:

This area is closest to cab.

All dimensions are estimates and will be finalized with Phila Fire Dept.

Provide 18” workstations on both the curbside and streetside with overhead cabinets. Each work station will have corner shelves to accommodate a 20” computer monitor.

Provide four (4) 18” x 36” tinted slider windows, two on each side.

Provide wire race track on workstations walls above counters for existing electrical runs and future expansion. Each wall to have six (6) 15 amp 120VAC interior duplex receptacles, four (4) 12 volt DC power ports, and four (4) duplex 2.1 amp USB receptacles evenly spaced.

Provide four (4) 16”L LED lights under overhead cabinets, two (2) on each side spaced evenly apart with switch on cargo side of cab/cargo bulkhead wall.

GALLEY/STORAGE/LAVATORY AREA:

Provide 48”L x 24”D counter top on curbside galley wall. Provide area above for microwave; area below for refrigerator, remainder of area below to be for storage cabinet, final area TBD. Provide two (2) 20 amp 120VAC interior receptacles on separate dedicated circuits, one for refrigerator and one for microwave. Also provide one (1) 15 amp 120VAC interior duplex receptacle at the counter top area. City will provide microwave and refrigerator make and model, TBD after final measurements and during build.

Galley area will have a dividing wall on the front side as entering cargo area curbside doorway. The wall will store one (1) hide-a-way sliding door to the Work Station Area.

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

Provide a 60”L x 28”W lavatory area with vanity shelf and waterless incinerating toilet. Toilet to be powered by a 20 amp 240VAC dedicated circuit from the generator, vented thru roof and provided with easy access to empty ashpan. Provide a 16” LED light with wall switch for the lavatory area.

Ref: Incinolet Model WB, 240 v stainless or approved equal

Provide 44”W x 24” D floor to roof storage cabinets next to lavatory, to be dual hinge door cabinets with four (4) adjustable shelves inside. Location is over left hand wheel well.

CONFERENCE ROOM AREA:

Provide an “L” shape bench for the streetside and rear conference wall. The rear wall bench framework will be designed to provide a storage pocket (can utilize center of framework full width of bench) accessible from a streetside exterior sidewall locking hatch door. Provide a flip down bench seat for the curbside wall.

Provide a 1-piece conference table with center wire track/support and two additional legs.

Provide two (2) 15 amp 120VAC interior dual receptacles as well as four (4) USB 2.1 amp receptacles in center of table. Receptacles to be mounted on one touch flip-top power unit.

Ref: Planes One Touch Flip-top Power Unit or approved equal

4.19 MISC EQUIPMENT

Provide a back-up camera system to include 7” color LCD monitor located in cab area. Additional camera’s located on curbside and streetside. Cameras to activate automatically when transmission placed into reverse.

Ref: Voyager Brand or approved equal

Provide an automatic leveling system with four (4) 24” jacks (18” stroke), applicable lifting capacity; air ride dump valve; safety interlock when jacks are deployed; fully automatic control panel with manual feature.

Ref: Quadra MFG Inc. Big Foot Model # QE-2 or approved equal

4.20 MISCELLANEOUS ELECRICAL EQUIPMENT

Provide one (1) 15,000 watt Commercial Quiet Diesel Generator- 120/240V with remote control panel on cab console. The generator fuel source shall be shared with

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

the truck chassis engine and properly plumbed into the OEM fuel tank. A separate fuel pick up system shall be provided that is arranged to ensure that the generator cannot utilize more than 75% of the OEM fuel tank's capacity.

Ref: Powertech PT-15KSI or approved equal

Provide one (1) 60A main service breaker panel mounted in cab overhead closeout with power selector switch.

Provide three (3) 13,500 BTU 120VAC roof air conditioners for the cargo area spaced evenly down the center aisle.

Ref: Coleman Mach III or approved equal

Provide six (6) 240VAC electric baseboard heaters- locations, lengths & wattages TBD by interior layout/construction.

Ref: Berko Electric Hydronic Baseboard Heaters or approved equal

Provide two (2) exterior 15 amp 120VAC GFI duplex receptacles in the following locations:

One (1) LH rear sidewall skirting

One (1) RH rear sidewall skirting

Provide one (1) Kussmaul 30 amp Auto-Eject Shore Plug w/ Automatic Transfer Switch.

Provide one (1) 50 amp RV style twist lock shoreline kit to encompass 25 feet of cord, mating plugs along with 15 amp and 20 amp RV adaptors.

Provide one (1) 80A converter/inverter charger.

Ref: Progressive Dynamics Intelli-Power or approved equal

Provide one (1) 300A two-way separator between chassis and auxiliary batteries.

Ref: Sure Power Industries or approved equal

5.0 CAB & BODY EQUIPMENT

5.1.1 REFER TO SECTION 4.16

5.1.2 All gauges shall be electrical, illuminated, and shall include but not to be limited to fuel, coolant temperature, oil pressure, voltmeter, electronic

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

speedometer and hour meter. Provide fire & emergency service vehicles engine warning system.

5.1.3 REFER TO SECTION 4.4

5.1.4 REFER TO SECTION 4.4

5.1.5 REFER TO SECTION 4.7

5.1.6 Provide heavy duty turn signal indicator with transistorized flasher.

5.1.9 REFER TO SECTION 4.13

5.1.10 RUSTPROOFING

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

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

NOTE: If rustproofing option is other than the above, submit detailed specifications of materials and process for approval.

5.1.11 REFER TO SECTION 4.13

5.1.12 Provide vehicle cruise control system which incorporates programmable RPM control w/low voltage auto high idle & RPM control switches.

5.1.13 Provide three-piece 14 inch chromed steel bumper with collapsible ends.

6.0 FRAME

6.1 Provide a full frame with an approximate 138 inch rear frame overhang (integral or unibody construction not acceptable). Furnish drilling prep to utilize custom installed body supports for 93 inch walk-in van body width.

6.2 Provide front and rear towing hooks or eyes.

6.3 Provide ¼ inch C-channel inner frame reinforcement.

7.0 AXLES AND SUSPENSION SYSTEMS

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

- 7.1** Provide taperleaf front suspension with maintenance free rubber bushings.

Provide 20,000 pound rear air suspension with single leveling valve, manual dump valve and air suspension indicator light.

Ref: Freightliner Airliner or approved equal

- 7.2** Provide front & rear gas pressurized shock absorbers.

Ref: Sachs or approved equal

Provide front and rear sway bars.

- 7.4** **OMIT**

- 7.5** Axle Capacity shall be provided as follows for the GVWR reference of approximately 30,000 lbs.

Front Axle: 10,000 lbs. minimum with iron front hubs.

Single Rear Axle: 20,000 lbs. minimum, 4.56 rear axle ratio and iron rear axle carrier with standard axle housing.

- 7.6** Provide a full time no-spin differential.

Ref: Tractech, Inc. or approved equal

- 7.7** Provide synthetic rear axle lube and magnetic drain plug.

8.0 BRAKES

- 8.1** **OMIT**

- 8.2** **OMIT**

- 8.3** Provide air brake package with reinforced nylon, fabric braid and wire braid chassis air lines. Furnish steel air brake reservoirs with one (1) auto drain and two (2) manual drain valves with pull cord. Package will also include a minimum 18.7 CFM air compressor with internal safety valve.

- 8.4** Provide largest size 4 wheel cam drum brake option for the model specified. Brake linings shall be of non-asbestos material.

Ref: Meritor Q-Plus or approved equal

- 8.5** Provide air dryer with electric heater and mounted inboard on left hand frame rail.

Ref: Haldex Purest or approved equal

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

- 8.6 Provide 4S/4M ABS system without traction control.
- 8.7 Provide visual brake stroke indicators for the drum brakes of all four wheels OEM.
Ref: Spectra Products Brake Safe or approved equal

9.0 ENGINE

- 9.2 Provide 6.7 liter diesel powered engine
300 HP @ 2600 RPM, 2600 GOV
660 LB/FT torque @ 1600 RPM
Ref: Cummins ISB 6.7 liter or approved equal
- 9.3 Provide exhaust brake integral with variable geometry turbo and ON/OFF dash switch. Furnish 2nd STD preselect engine brake range.

10.0 ENGINE EQUIPMENT

- 10.4 Provide 75 MPH road speed limit and no idle shutdown configuration.
- 10.7 Provide 1000 watt/115 VAC block heater with 6 feet of cord.
Ref: Phillips-Temro or approved equal
- 10.8 Provide magnetic oil drain plug.
- 10.9 Provide right hand frame mounted horizontal engine aftertreatment device with automatic over the road active regeneration and dash mounted single regeneration request/inhibit switch.
- 10.10 Provide slip-fit exhaust mitigation device.

11.0 TRANSMISSION

- 11.1 Provide an Allison 2500 EVS automatic transmission with PTO provision.
Furnish TES-295 compliant synthetic transmission fluid with transmission oil check and fill inside engine cover.
- 11.2 Provide main driveline with half round yokes.
Ref: Dana Spicer SPL100 or approved equal
- 11.3 Provide transmission and rear axle driveline guard.

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

12.0 STEERING

12.1 Provide power steering; furnish tilt/telescopic steering column with foot actuated pedal and 4-spoke 18 inch steering wheel.

13.0 ENGINE COOLING SYSTEM

13.2 Provide heavy duty cooling system with 690 square inch minimum down flow radiator. All coolant hoses to be silicone with spring type, constant torque stainless steel clamps, if not available, provide manufacturer's standard heavy duty version.

Provide long life anti-freeze protection to -34 degrees, must meet or exceed OEM engine requirements.

14.0 ELECTRICAL EQUIPMENT

14.1 Provide batteries with **highest** CCA and reserve capacity available.

Nominal System Voltage: 12 volt, negative ground

All circuits shall be protected by manual reset circuit breakers or fuses.

All wiring shall be color coded or number coded, protected by plastic loom and rubber grommets, where needed.

14.2 Provide an alternator sufficient in capacity (270 amp minimum) to support the electrical system specified.

14.3 Provide dual electric horns.

14.4 Provide LED lighting wherever possible.

15.0 TIRES

15.1 All tires shall be of the manufacturer's standard tread design for the GVWR specified.

Front radial tires: 255/70R22.5

Ref: Goodyear G661 HSA 16 ply radial or approved equal

Rear radial tires: 255/70R22.5

Ref: Goodyear G622 RSD 16 ply radial or approved equal

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

- 15.5 Provide one (1) spare tire assembly, rear position only, mounted tire on aluminum wheel called out section 15.7 for each vehicle delivered.
- 15.7 Provide polished (outset only) aluminum 10 lug, hub piloted front and rear wheels.
REF: Accuride # 28548 or approved equal.
- 15.8 All vehicle lug nuts shall be equipped a “Loose Wheel-Nut Indicator” upon delivery.
Ref: Wheel-Check Brand in High Visibility Green color or approved equal.

16.0 FUEL SYSTEM

- 16.1 Provide 90 gallon minimum rectangular steel fuel tank, complete with chained tank cap. Provide left hand side fill tank access flap labeled "Diesel Only".
- 16.2 Provide 10 gallon DEF tank and label “Diesel Exhaust Fluid Only”.
Provide DEF tank access door if needed by body configuration.
- 16.3 Provide fuel filter/water separator with heated bowl, primer pump and indicator light.
Ref: Alliance or approved equal

17.0 SAFETY EQUIPMENT

- 17.1 Provide a 5 lb. ABC fire extinguisher and reflective triangle kit, both cab mounted.
- 17.2 Provide 97db back-up alarm, ECCO, SA907 series, or approved equal.
- 17.3 OMIT

18.0 WARRANTY (100% parts, Labor, and Travel Time with No deductible)
LIST OF WEAR ITEMS SHALL BE SUPPLIED WITH BID.
BIDDER INITIALS _____

Engine

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

Extended Coverage (After Base Coverage) 3 years / 150,000 miles

Covers all these components, including mounting hardware and gaskets; cylinder heads; rocker lever; Injectors; Turbo; ECM; ECM harness; pistons, rings and liners; lube oil cooler; water pump; cylinder block; oil pan; connecting rod assembly; lube pump assembly; camshaft and bushings; cam followers; major cooled EGR components

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

**Total Engine Coverage, base and extended with “NO DEDUCTIBLE” (less wear items)
5 Years / 150,000 Miles**

Starter & Alternator	5 years/ 100,000 miles
A/C Compressor	5 years/ 100,000 miles
Steering System	5 years/ 100,000 miles
Cooling System	5 years/ 100,000 miles
Transmission	5 years/ unlimited miles
Axles	5 years/ 100,000 miles
Suspension System	5 years/ 100,000 miles
Complete Chassis	5 years/ 100,000 miles
Frame Rails/X Member	7 years /250,000 miles
Towing/Roadside Svc	2 years/unlimited miles
All Added equipment	2 years/unlimited miles
Body	2 years/unlimited miles

NOTE: All minor repairs (less than four (4) labor hours) shall be performed within 1 working day, Sundays excluded.

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

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

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

BIDDER INITIALS _____

Transportation to and from the vendor's site, if required, is the successful bidders responsibility. Transportation to and from the vendor's site, performed by City forces it will be billed at a rate of \$52.00 plus the cost of equipment, if needed.

BIDDER INITIALS _____

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

BIDDER INITIALS _____

Copies of Warranty Repair Orders shall be forwarded to the Office of Fleet Management within ten (10) days after completion of each repair. Repair orders shall be complete with all parts and labor cost.

BIDDER INITIALS _____

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

WARRANTY REGISTRATION

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

The warranty registration forms shall be supplied to the City, by the successful bidder, listing component description and serial number and chassis serial number. Each form shall require the signature of a representative of the City (OFM), the successful bidder and the subcontractor, where applicable.

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

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

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

19.0 PRE-PRODUCTION INSPECTIONS

- 19.1** Provide the Office of Fleet Management a pre-construction conference at its Center City Philadelphia location, Land Title Building, 100 South Broad Street, 3rd floor, Philadelphia, PA 19110. Manufacturer's representatives for the chassis and body shall be in attendance along with the prime vendor.
- 19.2** Provide the Office of Fleet Management a pilot inspection for the body manufacture at the manufacturer's plant, for five (5) people on the inspection trip. The successful bidder shall incur all expenses for lodging, meals, and transportation (transportation will be via air if more than 100 miles one way).
- 19.3** Provide the Office of Fleet Management a virtual pilot inspection for the body manufacture/up-fitter if available. The manufacturer shall provide to the City of Philadelphia the opportunity to review their vehicle as it proceeds through the production stages, from within the City of Philadelphia. The City shall provide either wireless connectivity, or pre-established teleconferencing capabilities to make this happen. The vehicle manufacturer's representative shall travel to the City to coordinate and take part in these reviews. The corporate personnel shall be involved from the location of the manufacturing facility.

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

21.0 QUESTIONS REGARDING BID

All questions regarding Bid Specification should be directed to the Office of Fleet Management, Bureau of Quality Assurance.

Bud Lipski, 215-686-1875 / E-Mail – bud.lipski@phila.gov

Frederick Harrison, 215-686-1879 / E-Mail – Frederick.harrison@phila.gov

24.0 CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

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

25.0 REQUIREMENTS

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

26.0 MATERIALS

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

27.0 GROSS VEHICLE WEIGHT AND DRY CHASSIS WEIGHT RATINGS

These shall be as specified in the Invitation to Bid. The gross vehicle weight rating shall include the weight of the complete chassis and cab.

30.0 SHIPMENT AND DELIVERY

30.1 Delivery Information - Final Delivery shall be made between the hours of 8:00 AM and 3:30 PM, Monday through Friday, except City Holidays. Each unit shall be

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

accompanied by a Delivery Slip, which will contain the City's Bid Number, Item Number, Purchase Order Number, and Serial Number of the Unit.

VENDOR MUST NOTIFY OFM, THIRTY (30) DAYS PRIOR TO MAKING ANY DELIVERY.

DELIVERY CONTACT PERSON: BUD LIPSKI 215-686-1875
FRED HARRISON 215-686-1879
OFFICE OF FLEET MANAGEMENT
100 SOUTH BROAD STREET, 3RD FLOOR
PHILADELPHIA, PA 19110

DELIVERY LOCATION: OFFICE OF FLEET MANAGEMENT
SHOP 415
3895-99 RICHMOND STREET
PHILADELPHIA, PA 19137
PHONE (215) 685-1336

30.3 DELIVERY CONDITIONS

30.3.1 Vehicles, regardless of delivery point, shall be ready for use including all lubricants, coolant and operating fluids as required, minimum of 30 gallons of diesel fuel, equivalent amount of diesel exhaust fluid (DEF), if required. Battery shall be fully charged, tires properly inflated.

31. INSPECTION

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

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

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

Upon **final delivery to the City**, any vehicle(s) not meeting the requirements of the

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

specification and the Invitation to Bid will be rejected. All rejected vehicles must be removed from the City's equipment delivery location within 48 hours of notification to the bidder / vendor.

BIDDER INITIALS _____

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

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

BIDDER INITIALS _____

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

32.0 CERTIFICATIONS & AS-BUILT MANUALS (PER ORDER)

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

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

32.3 Operation, Maintenance and Repair Data
Prior to the delivery of the first units, the vendor shall forward directly to the Office of Fleet Management, Maintenance, Operating and Repair as-built manuals and Parts Lists as specified below. The manuals shall be shipped separately to OFM 100 S. Broad Street 3rd Floor, Phila, Pa. 19110 and not with the units. All manuals shall be in the form of neatly bound books, with durable covers, and shall be properly identified with the manufacturer's name, model and serial number of the equipment.

The operating and maintenance or shop manuals shall be the latest manufacturer's handbooks, covering in detail the recommended operating, maintenance and service procedures.

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

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

32.3.1 One (1) set of “as-built” manuals shall be furnished per-order. In addition to the manuals required in the referenced 41V, the following also shall be supplied.

Each manual shall cover chassis, superstructure, engine, transmission, differential, hydraulic system, diesel generator and all other added equipment. Operating Instructions and schematics including:

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

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

32.3.2 Preventive Maintenance Instructions

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

32.3.3 Recommended Spare Parts

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

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

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

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

Technical and field service support shall be provided by the vendor, if necessary. This support shall be by personnel qualified to advise on training, repair and maintenance of the equipment.

The technical representatives shall be available in the Philadelphia Metropolitan area when required by the City.

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

33.0 SIGNS

Sign, decals or other devices showing Dealer's Name and / or Address shall not be permitted on the outside of the vehicle.

34.0 INSTRUCTIONS & TRAINING (PER-ORDER)

The vendor shall furnish one (1) video training film, DVD, covering the following subjects (if available):

- Operator Training
- Routine Maintenance
- Preventive Maintenance

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

In addition, the vendor shall instruct City employees in the operation, servicing and maintenance of the units or equipment delivered within thirty (30) after final acceptance of the first unit.

35.0 ENGINEERING RESPONSIBILITY & CHRONIC COMPLAINTS / FAILURES

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

Responsibility for the design of this equipment shall rest upon the Prime Contractor, and he/she shall consider all elements of operation for which the warranty shall apply. The Prime Contractor shall be responsible for the compliance and performance of each sub-contractor, including all suppliers.

When the equipment, units and/or sub-components develop **CHRONIC COMPLAINTS /**

MUST BE FILLED IN

FIRM (VENDORS) NAME _____ BID NUMBER _____

FAILURES during service operations, the Prime Contractor will be required to make any engineering design changes, repairs, alterations and/or retrofits that make a more adequate heavy duty re-design of any component so as to properly correct and continue to render continuous, durable and safe performance.

Warranty period shall be for an additional one year, measured from the completion date of any corrective measures.

This additional warranty shall not expire at the end of the initial warranty period even when the correction is performed in the last days of the original, stated, warranty period.

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

Records and reports will be maintained by the Office of Fleet Management and will be made available to the Prime Contractor's periodic examination relative to **CHRONIC COMPLAINTS / FAILURES**.

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

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

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

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

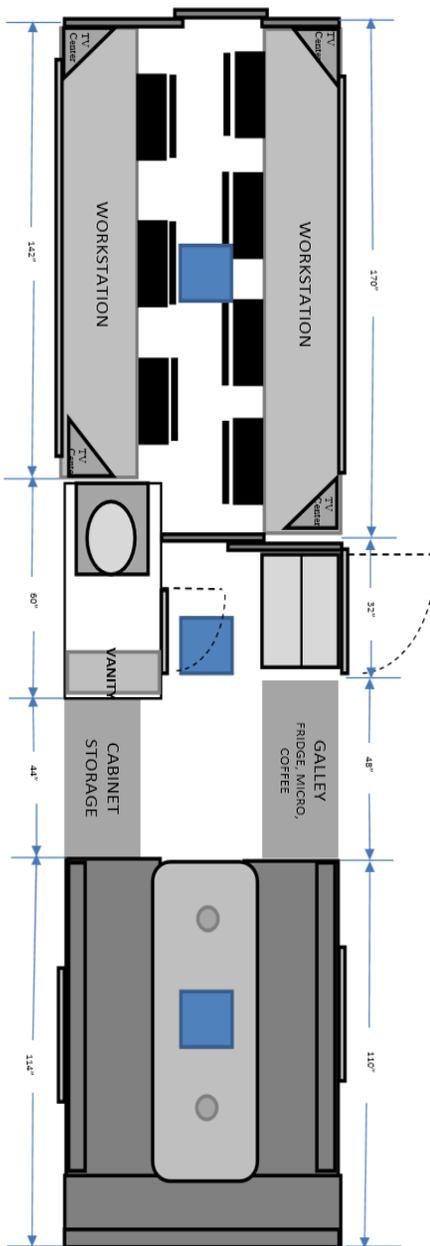
The Prime Contractor shall also be subject for Loss of Use, in the form of rental, lease

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

payments, or a \$200.00 per day fee while a vehicle is rendered unserviceable or out-of-service.

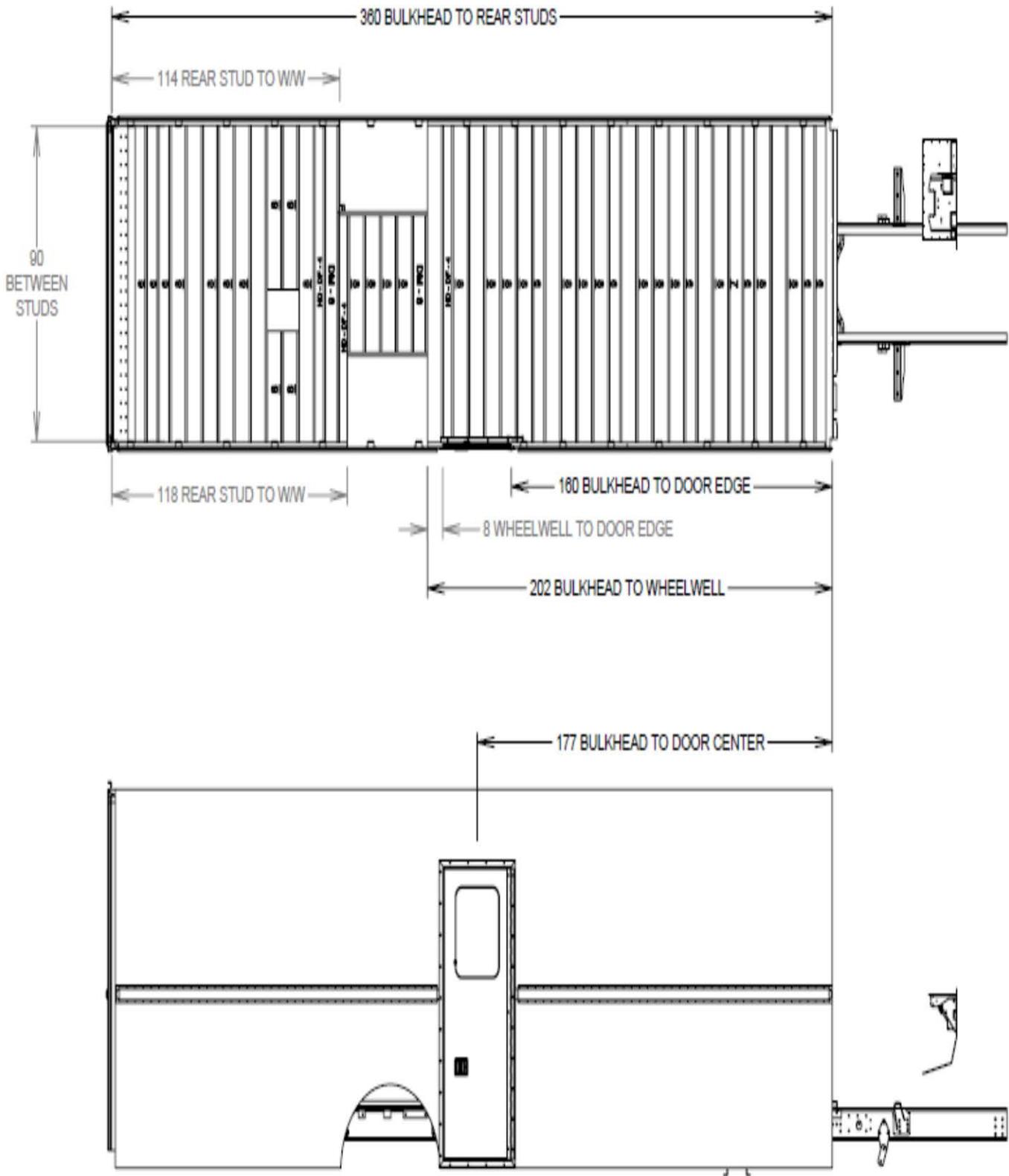
MUST BE FILLED IN
FIRM (VENDORS) NAME _____ BID NUMBER _____

FRONT



REAR

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



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

SPECIFICATION

**TRUCKS: AUTOMOTIVE
INTERNAL COMBUSTION ENGINE**



1. SCOPE & CLASSIFICATION:

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

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

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

2. APPLICABLE SPECIFICATIONS:

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

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

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

TABLE OF CONTENTS

(1) SCOPE AND CLASSIFICATION	PAGE 1 OF 32
(2) APPLICABLE SPECIFICATIONS	PAGE 1 OF 32
(3) CAB & CHASSIS	PAGE 5 OF 32
(4) BODY	PAGE 8 OF 32
(5) CAB 7 BODY EQUIPMENT	PAGE 8 OF 32
(6) FRAME	PAGE 9 OF 32
(7) SUSPENSION AXLES	PAGE 10 OF 32
(8) BRAKES	PAGE 11 OF 32
(9) ENGINE	PAGE 12 OF 32
(10) ENGINE EQUIPMENT	PAGE 13 OF 32
(11) TRANSMISSION	PAGE 13 OF 32
(12) STEERING PAGE	PAGE 14 OF 32
(13) COOLING SYSTEM	PAGE 14 OF 32
(14) ELECTRICAL EQUIPMENT	PAGE 14 OF 32
(15) TIRES	PAGE 15 OF 32
(16) FUEL TANK	PAGE 16 OF 32
(17) SAFETY EQUIPMENT	PAGE 17 OF 32
(18) WARRANTY	PAGE 18 OF 32
(19) PRE-PRODUCTION INSPECTION	PAGE 18 OF 32
(20) QUESTIONNAIRE	PAGE 18 OF 32
(21) QUESTIONS REGARDING BID	PAGE 18 OF 32
(22) ILLUSTRATIONS & DRAWINGS	PAGE 18 OF 32
(23) REPAIR PARTS AND SERVICE	PAGE 18 OF 32

(24) CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS	PAGE 19 OF 32
(25) REQUIREMENTS	PAGE 19 OF 32
(26) MATERIALS	PAGE 19 OF 32
(27) GROSS VEHICLE WEIGHT & DRY CHASSIS WEIGHT RATINGS	PAGE 20 OF 32
(28) FINISH	PAGE 20 OF 32
(29) WORKMANSHIP	PAGE 20 OF 32
(30) SHIPMENT & DELIVERY	PAGE 20 OF 32
(31) INSPECTION	PAGE 21 OF 32
(32) CERTIFICATES & MANUALS TO BE FURNISHED BY VENDOR	PAGE 22 OF 32
(33) SIGNS	PAGE 23 OF 32
(34) SCHOOLS	PAGE 23 OF 32
<u>"T" - SPECIFICATIONS:</u>	
-T1 - TRUCK, CHASSIS, REFERENCE 7,001 - 9,000 LB. GVW	PAGE 24 OF 32
-T2 - TRUCK, CHASSIS, REFERENCE 9,001 - 11,000 LB. GVW	PAGE 24 OF 32
-T3 - TRUCK, CHASSIS, REFERENCE 14,001 - 17, 000 LB. GVW	PAGE 24 OF 32
-T4 - TRUCK, CHASSIS, REFERENCE 17,001 - 21,000 LB. GVW	PAGE 25 OF 32
-T5 - TRUCK, CHASSIS, REFERENCE 21,001 - 26,000 LB. GVW	PAGE 25 OF 32
-T6 - TRUCK, CHASSIS, REFERENCE 26,001 - 30,000 LB. GVW	PAGE 25 OF 32
-T7 - TRUCK, CHASSIS, REFERENCE 44,001 - 48,000 LB. GVW	PAGE 26 OF 32
TRUCKS, BODIES, GENERAL	PAGE 26 OF 32
DUMP BODIES	PAGE 28 OF 32
VAN BODIES	PAGE 30 OF 32
COMPACT VANS	PAGE 31 OF 32

No. 41-V-20M:86
Supersedes 41-V-20L:85
Effective Date: 1/16/86

- OSHA Rules & Regulations - Shall apply when applicable.
- Federal Department of Health, Education & Welfare - Air Pollution Control for New Motor vehicles.
- Commonwealth of Pennsylvania - Traffic & Motor Vehicle Rules and Regulations.
- Manufacturer Line Set Ticket - Shall be forwarded to the Director of Automotive Services upon delivery of the chassis to the City of Philadelphia, or if Pilot Model Inspection, at the factory.

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

3. **CAB & CHASSIS:**

- 3.1 Cab - Shall be conventional, three-man adjustable seat with three seat belts.
- 3.2 Chassis - The chassis shall be sturdily constructed and shall be of strength capable of withstanding all imposed loads when operating at the gross vehicle weight without excessive strain on any members or parts.

3.3 Chassis Body & Cab Colors:

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

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

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

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

PHILADELPHIA

(NAME OF DEPARTMENT)

(6-DIGIT VEHICLE NUMBER)

NOTE) Stenciling of Lettering is NOT acceptable.

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

Department # - Vehicle # - Division

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

3.3.4 Official Colors & Lettering of ALL Free Library Vehicles:

A) The vehicle shall be painted as follows:

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

B) The vehicle shall be lettered as follows:

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

C. Paint Color Reference Numbers

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

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

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

5. **CAB & BODY EQUIPMENT:**

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

Cab & Body:

- 5.1.1 Fresh Air Heater and Defroster with separate control for temperature and fan.
- 5.1.2 All gauges shall be provided for ammeter, oil pressure, water temperature and fuel, 16,000 GVW & up.
- 5.1.3 Dual windshield wipers, power-operated, two-speed or variable.
- 5.1.4 Dual sun visors.
- 5.1.5 Dome Light.
- 5.1.6 Directional Signals - Class "A" Type, as per Pennsylvania DOT Motor Vehicle Regulations - with traffic hazard switch for flashing all turn signal lights simultaneously.
- 5.1.7 Combination arm rest/inside grab handle on cab doors adjacent to driver and passenger seats.
- 5.1.8 Safety Seat Belts - Belts shall comply with DOT Rules and Regulations.

- 5.1.9 **Mirrors:**
Inside Adjustable, up to 12,000 GVW
Outside, Dual Right/Left W/C to 12,000 GVW
Outside, Dual Right/Left W/C, 6" x 16", for
16,000 lbs. GVW and up.
- 5.1.10 **Undercoating** - Shall be applied to all exposed sheet metal under
chassis and body including fender wells unless constructed of
plastic.
- (NOTE): Compacting-Type Trucks - are to be undercoated on
the cab and chassis but **NOT** under the compactor
Body.
- 5.1.11 **Cab Outside Grabhandles** - Shall be provided on trucks 16,000
lbs. GVW and up.

6. **FRAME:**

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

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

$$\text{MOMENT (M)} = \text{SECTION MODULUS (S)} \times \text{UNIT STRESS (F)}$$

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

- 6.2 Frame Attachments - Front & Rear Towing hooks or Eyes shall be provided, 16,000 lbs. GVW and up. They shall be fastened to the frame in such a manner as to develop maximum tension and minimum bending in the frame members.
- 6.3 Factory Frame Reinforcement - Shall be provided for 16,000 lbs. and up GVW, GCW and Chassis when specified in bid specifications.

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

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

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

- 7.1 **Springs** - Springs shall match rating of front and rear axles capacity in pounds.
- 7.2 **Shock Absorbers** - Shock Absorbers shall be provided front and rear for all 7,500 lb. and 12,000 lb. capacity chassis.
- 7.3 **Tire Chain Clearance** - On Drive Wheels, single and dual, wheel chain clearance shall be provided.

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

7.5 Axle Capacity shall be provided at least as follows:

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

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

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

8. **BRAKES:**

Service Brakes shall be provided on all wheels as follows:

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

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

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

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

9. **ENGINE:**

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

9.1 Gasoline Powered Engines, if specified -

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

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

9.2 Diesel Powered Engines, if specified.

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

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

system shall be provided on all diesel engines.

10. **ENGINE EQUIPMENT:**

All engines shall be provided with the following equipment:

- 10.1 Replaceable-type lube oil filter, engine-mounted.
- 10.2 Electronic-type ignition system, if gasoline engine.
- 10.3 Non-leaded Fuel System, if gasoline engine; all engines to have in-line replaceable fuel filters.
- 10.4 Engine Governor shall be provided on all trucks with a GVW of 16,000 lbs. or over; top governed speed limit allowable through transmission and rear axle ratios is 55 MPH.
- 10.5 Manufacturer's rated heavy-duty dry-type intake air cleaner.
- 10.6 All engines shall be provided with an automatic shutdown system for high water temperature and low oil pressure when specified in the Invitation to Bid.
- 10.7 Diesel engines are to be provided with cold weather starting provisions.

11. **TRANSMISSION:**

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

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

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

12. **STEERING:**

All trucks shall be provided with Power Steering

13. **ENGINE COOLING SYSTEM:**

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

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

14. **ELECTRICAL EQUIPMENT:**

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

15. **TIRES:**

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

15.2 Front tires shall be "regular" tread type.

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

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

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

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

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

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

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

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

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

16. **FUEL TANK:**

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

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

17. **SAFETY EQUIPMENT:**

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

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

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

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

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

18. **WARRANTY:**

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

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

19. **PRE-PRODUCTION INSPECTION:**
Provide transportation and costs for two (2) persons to inspect pilot model unit at factory. All preparations; travel, lodging, meals and other arrangements will be made by the bidder at his own expense.
20. **QUESTIONNAIRE:**
The questionnaire included with the Invitation to Bid shall be completely filled out and submitted by bidder with his bid.
21. **QUESTIONS REGARDING BID:**
All questions regarding Bid Specifications should be directed to the Director of Automotive Services Division, Room 1140, M.S.B. or call extension (215) 686-4481.
22. **ILLUSTRATIONS & DRAWINGS:**
The bidder shall furnish with his bid, two (2) sets of illustrations and complete data sheets to assist the purchasing and using agencies in determining whether the vehicle offered is adequate to perform the work specified and if it meets the Bid requirements/description.
23. **REPAIR PARTS & SERVICE:**
As the continuous operation of the vehicle contemplated by this specification is of utmost importance, contractor shall be able to furnish, upon request, sources of maintenance and repair, parts and supplies for a period of ten years.

24. **CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS:**
The bidder shall certify on the form furnished with the Invitation and Bid that the Truck, component units, and parts shall be suitable for the work to be performed and will be constructed to definite standard dimensions, with proper clearance and fits; that previously published or set ratings shall not arbitrarily be raised without prior approval of the manufacturer of the actual unit and further, that the truck offered shall comply in every respect with the terms of this specification. In the event that the truck offered does not comply with this specification, the bidder shall state definitely, referring to the proper paragraph of this specification, where the Truck he proposes to furnish does not comply. Where no statement is received, the successful bidder shall be required to meet every requirement of the specification.
25. **REQUIREMENTS:**
General - Though they shall not be specifically enumerated herein, all parts necessary to provide a complete and efficient truck shall be furnished. All parts shall conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship. The City reserves the right, at its option alone, to accept trucks with minor deviations from this specification.
26. **MATERIALS:**
The Truck and all parts thereof shall be made of materials which are suitable for the intended service and shall be produced by current standard manufacturing processes. The materials shall be free from characteristics or defects which affect the appearance or which shall affect the proper functioning of the finished product.

27. **GROSS VEHICLE WEIGHT AND DRY CHASSIS WEIGHT RATINGS:**

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

28. **FINISH:**

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

29. **WORKMANSHIP:**

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

30 **SHIPMENT & DELIVERY:**

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

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

Phone (215) 548-0481

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

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

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

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

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

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

30.3 **DELIVERY CONDITIONS:**

- 30.3.1 Vehicles, regardless of delivery point, shall be ready for use including all lubricants, coolant and operating fluids as required. Minimum ten (10) gallons of fuel shall be provided. Battery fully charged, tires properly inflated.
- 30.3.2 Unloading and any labor, equipment or material required for it, shall be the responsibility of the bidder. The City will designate the unloading area of the delivery site to be used.

31. **INSPECTION:**

- 31.1 Pennsylvania State Inspection - Each vehicle shall pass the Vehicle Code Examination of the Department of Transportation, Commonwealth of Pennsylvania; when delivered, chassis vendor shall have attached current State Inspection Stickers in the proper location.
- 31.2 Exhaust Emissions Inspection - All vehicles with GVW's subject to the provisions of the Pennsylvania Department of Transportation exhaust emission regulations must meet said requirements and have the appropriate sticker affixed to the windshield, along with the State Vehicle Inspection Sticker, when the vehicle is delivered to the City.
- 31.3 City Inspection - City Inspection of delivered vehicles will be conducted at the specified delivery point. It will be conditioned upon the satisfaction of all of the requirements of this specification and the Invitation to Bid.
- 31.4 Director of Automotive Services, Department of Public Property, shall be notified when Pilot or First Production Model is available for inspection at Manufacturer's Plant.

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

- 32.1 Operator's Handbook with each vehicle.
- 32.2 Provide the necessary forms (completed) and documents for the City to take Title to the vehicle in accordance with the Pennsylvania Motor Vehicle Code.

- 32.3 Vendor shall supply the Director of Automotive Services, Public Property, not less than five (5) copies each (for chassis, body and accessories furnished) of Shop Manuals, Parts Catalogues, Flat Rate Manuals, and Price Lists, including updated supplements for a period of one year for each type of vehicle. The City shall pay the bidder his costs from the manufacturer for any additional copies required by the operating department.
- 32.4 Financial Responsibility Statement - Successful bidder is to provide with each delivered vehicle, a Pennsylvania "Financial Responsibility Statement" card (MV-45) completely filled out as per instructions thereon for that vehicle.
33. **SIGNS:**
Signs - Decals or other devices showing Dealer's Name and/or Address shall not be permitted on the outside of the vehicle.
34. **SCHOOLS:**
Each bidder shall arrange with the Director of Automotive Services Division, Department of Public Property, a formal school training program for the current year vehicles and equipment bid upon. These schools shall be available for all City Department's automotive maintenance employees, such as Foremen, Inspectors and Maintenance Mechanics. The Department of Public Property shall make available classroom facilities at Automotive Shop II, Front Street & Hunting Park Avenue, for the required training.

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

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

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

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

GVW

1. **Classification:**

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

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

1. **Classification:**

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

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

1. **Classification:**

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

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

1. **Classification:**

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

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

1. **Classification:**

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

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

1. **Classification:**

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

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

LBS. GVW

1. **Classification:**

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

BODIES

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

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

BODY:

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

BODY STYLE:

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

BUMPERS:

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

Class A-1; Crew Cab:

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

Class A-2; Pickup:

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

Class A-3; Suburban:

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

Class A-4; Stake/Platform:

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

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

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

Class A-5; Step Van:

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

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

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

DUMP BODIES AND HOISTS

CLASSIFICATION:

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

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

- Provide rear window protector screen.
- Provide rear spring-loaded pintle hook, "V" reinforced to main frame rails, (clear dump body at full dumping position).
- Approximately three (3") inches shall be provided between cab and dump body for good load distribution.
- A sliding universal joint assembly shall be provided at the pump end of the drive shaft. The body hinges shall operate on hinge pins under double shear or if single shear, a through hinge shaft shall be provided with a center support to prevent deflection. The power take-off shall be anti-friction bearing type. Hoist, power take-off and control parts shall be of sufficient capacity to amply take care of power required to operate hoist with 100% overload in body with relief valve.
- Full length longitudinal hardwood sills shall be provided with hoist frame mechanism to clear dump body for chain clearance at full load (full spring deflection shall be allowed). Hoist mechanism shall be securely mounted. The tailgate shall be double-acting with offset top hinges, tailgate and spreader chains.

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

TYPE DU-2

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

TYPE DU-3

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

VAN BODIES

1. **CLASSIFICATION:**

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

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

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

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

COMPACT VANS

1. **CLASSIFICATION:**

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

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

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

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED
BUSINESS ENTERPRISES
INSTRUCTIONS AND FORM
(SEALED BID CONTRACTS)**

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy (“Policy”) relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City’s Office of Economic Opportunity (“OEO”).

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City’s Policy is applicable to this Invitation and Bid (hereinafter, “Bid”).

For this Bid, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, “M/W/DSBEs”), but bidder is encouraged to exercise Best and Good Faith Efforts to include M/W/DSBEs in this bid and in bidder’s supply chain. “Best and Good Faith Efforts” are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful and commercially useful participation by M/W/DSBEs. An OEO Certification Registry of M/W/DSBEs is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency, including the Pennsylvania Unified Certification Program, may apply to the OEO for listing in its OEO Certification Registry.

Bidder is also encouraged to identify below, any M/W/DSBEs that will be used by bidder if successful:

Company Name	Address	Certification Status (MBE, WBE or DSBE)	Type of Work/Supply Effort
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

Instructions: As required by Section 17-104 of The Philadelphia Code entitled “Prerequisites to the Execution of City Contracts,” Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

Bidder’s Name: _____ **Bid Number:** _____

Please check here if the requirements do not apply to bidder and attach explanation:

Disclosure of Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

- 1. Current percentage of female executive officers in bidder’s company:
- 2. Current percentage of women on the executive board of the bidder’s company:
- 3. Current percentage of women on the full board of the bidder’s company:

Aspirational Goals for Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

- 1. Percentage goal for female executive officers in bidder’s company:
- 2. Percentage goal for women on the executive board of the bidder’s company:
- 3. Percentage goal of women on the full board of the bidder’s company:

Identify Below Any Efforts to Achieve the Aforementioned Goals:

Authorized Signature

Date

Print Name and Title

BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES¹

The following checklist will assist you in the preparation of your bid. Failure to adhere to these instructions may result in your bid being disqualified.

- Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.
- Bids and pricing must be in **ink or typed** and on City issued form(s). Faxed bids will not be accepted.
- The Invitation and Bid may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include **exhibits, drawings, attached specifications, attached documents, etc.** Applicable documents may be obtained by contacting Procurement Customer Service at bid.info@phila.gov.
- Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.
- If applicable, sign and return all addenda.
- All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- It is the bidder's responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.
- Annual Bid Security Program Fee:** You must enroll and pay the non-refundable Annual Bid Security Program fee. Refer to Section 1 of the bid and Paragraph 2 of the SS&E Terms and Conditions of Bidding and Contract.

2. BID SECURITY.

All bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in order to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

- If you plan on submitting the completed registration form and non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia" with your bid, the form of payment **must** be in the form of a certified check, cashier's check, treasurer's check, bank money order, or United States postal money order made payable to the order of "City of Philadelphia." Cash, company checks or personal checks are not acceptable.

¹ This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of the bid.

- Bid Processing Fee:** Submit the non-refundable \$25 bid processing fee as outlined in Paragraph 3 of the SS&E Terms and Conditions of Bidding and Contract.

3. BID PROCESSING FEE.

In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of \$25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

- Submit performance security and/or performance bond as required in the Invitation and Bid, as outlined in Paragraphs 13 and 14 of the SS&E Terms and Conditions of Bidding and Contract.

- Do not combine any payment amounts. All payments should be individual and specific.

- Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, 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.

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.

- Bid Evaluation and Award:** If the bid is going to be awarded as a whole, you must bid on all items for the bid to be consider responsive. See Section 3 of the Invitation and Bid.
- If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.
- Do not submit any counter terms or conditions. **Your bid may be rejected.**
- Please double check all mathematical calculations for errors.

If you have questions, please contact Procurement Customer Service at bid.info@phila.gov.



CITY OF PHILADELPHIA

Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax
bid.info@phila.gov

Mary E. Stitt
Procurement Commissioner

IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!

New Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids **Period of Coverage: July 1, 2014 – June 30, 2015**

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

Dear Vendor:

The City of Philadelphia is very excited to announce the City's new Annual Bid Security Program. The new Annual Bid Security Program has a reduced non-refundable fee of **\$100.00** and covers the time period from July 1, 2014 to June 30, 2015. Coverage begins from the date of enrollment and payment until June 30, 2015. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program.** All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **\$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2014 to June 30, 2015**, complete this registration form and return the form with the non-refundable fee of **\$100.00** in the form of a company check, certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of **"The City of Philadelphia"**. To clarify the precise use of the payment, enter the words **"Annual Bid Security Program FY2015"** on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of "Annual Bid Security Program FY2015" at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order.

For additional information or inquiries regarding this program, please contact Procurement Customer Service at bid.info@phila.gov.

Forward payment along with this registration form to:
ANNUAL BID SECURITY PROGRAM FY2015
Procurement Department
1401 JFK Boulevard, 170A
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ **E-mail Address:** _____

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

Make all payments to "The City of Philadelphia" in the amount of **\$100.00**, for "Annual Bid Security Program FY2015".

Certified Check Cashier's Check Treasurer's Check Bank Money Order USPS Money Order

Company Check (Only if Prior to Bid Opening) **(NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED)**

Rcvd. ___/___/___ Pymt. Type _____ Ck. or MO# _____



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID **BY THE CITY OF PHILADELPHIA**

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

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

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

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

IN YOU ARE INTERESTED IN RECEIVING YOUR PAYMENTS ELECTRONICALLY RATHER THAN BY CHECK PLEASE SEE ATTACHED LETTER & ACH VENDOR ENROLLMENT AND CHANGE FORM.



CITY OF PHILADELPHIA

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

Mary E. Stitt
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.



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT

Customer Service Unit

This Is Not A Right To Know Request.

This form cannot be used to submit a Right To Know Request. See City of Philadelphia Open Records Policy: <http://www.phila.gov/privacy/pdfs/finalcityopenrecords.pdf>

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Customer Service Unit of the Procurement Department will forward this information to you for a **\$10.00 fee** for **each** bid number requested. **Company check or money order only, no personal checks or cash.** Please be advised that bid tabulations **are not available** by telephone or email. If you have any questions, please email bid.info@phila.gov.

Mail Request To:

The Procurement Department Customer Service Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

Enclose the following items:

- Company check or Money Order **ONLY** payable to “**The City of Philadelphia**”.
- A self-addressed stamped envelope which is at least 9 ½ ” x 12 ½ ” or larger for **each** Bid requested.

YOUR REQUEST CANNOT BE PROCESSED IF YOU DO NOT PROVIDE THE ABOVE ITEMS

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

BID RESULTS REQUEST FORM

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

SS&E 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 by the City 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 issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and 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 the bidder 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. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only responsive and responsible response and it is in the best interest of the City to do so.

2. BID SECURITY.

In order to be an eligible bidder, all bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in accordance with the Invitation and Bid, Section 1, "Bid Security". If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

3. BID PROCESSING FEE.

In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of \$25.00 in the form of company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money made payable to the order of "City of Philadelphia." Cash and personal checks are not acceptable.

4. SPECIFICATIONS.

When a specification is issued in connection with the Invitation and Bid, no deviation 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 reference information concerning the style, type or kind of article and/or service desired. A bidder may offer an article, service and/or equipment, 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 supporting documentation) 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.

Any and all specifications issued in connection with the Invitation and Bid are deemed incorporated into and become part of the Contract.

5. PATENTS.

The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") 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 Paragraph 19 Default and Termination.

6. LOCAL BIDDING PREFERENCE.¹

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 local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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.

¹If 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.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 non-responsiveness as set forth below in this Paragraph, 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 non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material or that a waiver of the non-responsiveness 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 non-responsiveness shall be final and any bid rejected as non-responsive shall not be eligible for award of the Contract.

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 integrity, qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms 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. When applicable, unit pricing quoted will prevail in the event of any discrepancy(ies) between unit price and the extended amount. This same quoted unit price will be the determining factor in establishing applicable contract amount(s) and award(s).

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 none or 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 as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS.

Awards of contracts in amounts less than or equal to \$32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner.

- a. Awards of contracts in amounts greater than \$32,000 shall not become contracts binding upon the City until after written notice of award is made by the Procurement Commissioner and until after all of the following conditions have been satisfied:

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

- i. Successful bidder posts performance security as required in the Invitation and Bid, within the time specified in the written notice of award;
- ii. 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;
- iii. Approval of the Contract as to form by the City's Law Department;
- iv. Certification by the Director of Finance and City Controller as to the availability of funds; and
- v. 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 (i-v) 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 BOND.

When applicable, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City and in the amount specified in the Invitation and Bid.

15. INSURANCE.

Unless otherwise specified, the successful bidder (referred to in this Paragraph 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 and for each renewal period. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City or to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS

LIABILITY

- i. Workers' Compensation – Statutory limits
- ii. 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
- iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

- i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- ii. Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; 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

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

Contractors providing only supplies and equipment to the City via Common Carrier are only required to maintain General Liability insurance, naming the City of Philadelphia, its officers, employees and agents as additional insureds.

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, intentional acts, 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.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 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 and TERMINATION.

All work performed and goods and services rendered by a successful bidder (referred to in this Paragraph 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.

- a. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:
 - i. Failure by Contractor to comply with any provision 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 "applicable law" as that term is defined in Paragraph 24.
 - ii. Falseness of any representation or warranty by Contractor in the Contract or in other document(s) submitted to the City by Contractor in connection with the Invitation and Bid or fraud in connection with the performance of the Contract.
 - iii. 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.
 - iv. A violation of law which results in the making of a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents or indictment or charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.

- v. Failure by Contractor to comply with Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans," or the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned business enterprises.
 - vi. 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 Paragraph 13 above.
 - vii. 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.
- b. 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, under the Invitation and Bid or under other paragraphs of these Terms and Conditions of Bidding and Contract :
 - i. 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.
 - ii. 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.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 Paragraph, 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 through 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. The City will not pay any sales taxes imposed on the bidder. The bidder must not include any sales taxes imposed on the bidder in its costs to be reimbursed by the City. 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)."

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

23. TAX REQUIREMENTS.

Any person or entity that 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.

- a. 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:
 - i. Business Income and Receipts Tax
 - ii. Net Profits Tax
 - iii. 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.

The Contractor, in performance of the Contract shall comply with, and all goods, services, documents and other materials furnished under the Contract shall conform with, all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth of Pennsylvania and the United States of America ("applicable law"). Applicable law shall include, without limitation, the specific laws referenced in paragraphs 25 through 31 herein and Chapter 17-1700 of The Philadelphia Code (Contractors are obligated to pay their subcontractors promptly after Contractor receives payment from the City) and Chapter 17-1800 of The Philadelphia Code (Contractor shall cooperate with the City in addressing its goal of securing employment for Returning Citizens). Contractor shall maintain during the term of the Contract all licenses, permits and authorizations required by any applicable law.

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, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. 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 Paragraph 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 Paragraph 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 Paragraph 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 Office of the Inspector General, Curtis Center, 601 Walnut Street, Suite 300 East, Philadelphia, PA 19106.
- 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.

SS&E TERMS AND CONDITIONS OF BIDDING AND 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, IRAN or SUDAN.

Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. 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, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

28. DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES and SOLE SOURCE CONTRACTS.

- a. In accordance with Philadelphia Code Section 17-104 (2), 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 disclosure and/or any failure to comply with these requirements 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.

- b. In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

- (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
- (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and
- (iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

- c. If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

- a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be \$10.88 per hour; on January 1, 2015, the minimum wage shall be \$12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.*² Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid.

²The CPI Multiplier shall be calculated by the Director of Finance for bids issued on or after January 1 of each year by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI - U) All Items Index, Philadelphia, Pennsylvania, as of January of such year, by the most recently published CPI - U as of January 1, 2015.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Accordingly, Contractor by submission of its Bid acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City at its request all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.

Contractor's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the Contractor against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of the Service Contract.

- b. The following services require the payment of prevailing wages and submission of certified payroll records under Philadelphia Code Section 17-107 for compensation that exceeds \$200,000.: landscaping; building care and maintenance; custodial/janitorial housekeeping; security guard service; demolition; snow removal; stucco; roof capping; furniture moving; locking systems and repairs; mechanical/HVAC maintenance and repairs; elevators, escalators, and electrical maintenance and repair, and subcontracts of all or a portion of such contracts. In addition, building service contracts for compensation exceeding \$100,000. are also subject to Section 17-107.

30. PROTECTION OF DISPLACED CONTRACT WORKERS.

If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non-Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9-2300 of The Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

31. EQUAL BENEFITS.

If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of \$250,000, Contractor shall, for employees providing services under the Service Contract who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted 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, in whole or in part, except by a written amendment signed by the parties, the form of which may be an "Add-On Letter"; when the City exercises its sole option to renew a contract it shall do so with issuance of a "Renewal Letter." 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 \$32,000, 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)