

BID OPENING DATE AND TIME**On: November 25, 2009****AT: 10:30 A.M.**

BID NO. S0YL5100	PAGE 1 OF 65	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW <small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNIED BIDS WILL NOT BE ACCEPTED.</small>
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	NAME AND ADDRESS OF FIRM
DEPARTMENT Commerce	DIVISION Aviation		Federal EIN/Social Security Number
AWARDED			BUYER A. Campfield J. Washington
DATE FOR THE PROCUREMENT COMMISSIONER			

TITLE OF BID **BOILER SERVICE, REPAIR AND WATER TREATMENT****GENERAL INFORMATION**

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

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

For informational purposes only, please describe any such commitments on a separate sheet and identify the subcontractor's name, Commerce Department Office of Economic Opportunity (OEO) Certification Number, and dollar amount/ percentage of work.

BID QUESTIONS

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

BID SECURITY

When applicable, **BIDDERS MUST SUBMIT BID SECURITY.**

BID SIGNATURE

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

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	AMOUNT	CHECK NUMBER

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)

Please list any OEO Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises¹

Bid Number		Name of Bidder			
Primary Bidder	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	DSBE <input type="checkbox"/>	N/A <input type="checkbox"/>	SBA <input type="checkbox"/>
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	DSBE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	DS-DBE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				
Sub Contractor	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	DSBE <input type="checkbox"/>		
Vendor Name					
Federal Tax Identification #					
Amount Committed		Type of Work or Materials			
Dollar Amount	\$				
Percent of Total Bid	%				

REVISED 2-2009 OEO

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

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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: BOILER SERVICE, REPAIR AND WATER TREATMENT

1.2 CONTRACT TERM: 01/01/2010 to 12/31/2010 (“Initial Term”), with an option to renew for up to Three (3) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 1.3.2, and failure to do so shall be an event of default pursuant to Section 16, Default, of the attached Terms and Conditions Of Bidding And Contract.

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

1.3 CONTRACT TYPE: REQUIREMENTS

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

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

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

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

1.4 **METHODOLOGY OF ACQUISITION:** Purchase of Services only.

1.5 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **Boiler Service, Repair and Water Treatment** for the Commerce Department/Division of Aviation as specified herein during the contract period.

1.6 **BID SECURITY:**

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

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

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Bidders already enrolled in the City's Master Bid Security Program -July 1, 2009 to June 30, 2010 are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

Bids Opening July 1, 2009 through June 30, 2010

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2009 – June 30, 2010** by submitting a check in the amount of **\$120.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

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

1.7 BID INFORMATION:

- 1.7.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.7.2 Information provided verbally by any City official shall not be binding or relevant.

1.8 BID SUBMISSION:

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- 1.8.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.8.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.8.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.8.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.8.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.8.6 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor **must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must be submitted with the bid. Failure to submit the prime's LBE certification number or the subcontractor's name and LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

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

Prime or subcontractor's LBE Certification Number _____

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If applicable:

Subcontractor's Name _____

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

1.8.7 **BID PROCESSING FEE:**

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

1.8.8 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "Commerce Department Office of Economic Opportunity (OEO)" Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 02-05".

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

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

1.8.9 **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

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a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the directions in Sections 2 and 5.

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1.8.10 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

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1.8.11 Any 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.

1.9 BIDDER QUALIFICATION:

1.9.1 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 bidder's ability to perform on a contract of this size and scope.

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

The Bidder(s) must be a National Boiler Inspection Code (NBIC) R Stamp Holder. Bidder(s) should submit copies of their current certificates with the bid. R Stamp certificates must be kept current during the life of the contract that results from this Invitation and Bid (to include any/all renewal period(s)).

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SECTION 1:

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

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

SECTION 2:

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

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

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

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1.10 SITE INSPECTION

Bidder is responsible for examining prior to bid submission, in detail the site(s) of the work to be done, shall acquaint himself with conditions affecting the work, and if applicable, shall take his own measurements for which he will be held responsible. The bid shall be prepared with due regard to the conditions existing or to be anticipated at the site(s) of the work.

Attendance at the site is Mandatory. Failure to submit a signed Certification of Site Visit form will disqualify bidder. (See "Certification of Site Visit" form below).

MANDATORY SITE VISIT CERTIFICATION

BID NO. SOYL5100

(TO BE SUBMITTED WITH BID PACKAGE)

Vendor must contact Gary Hinkel at (215) 937-4549, to make arrangements to visit the site for inspection.

This form MUST be signed and dated by a representative of The Airport HVAC Department to certify that the below vendor inspected the area as per specifications.

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____

CITY REPRESENTATIVE:

DEPT.: _____

NAME: _____

SIGNATURE: _____

DATE: _____

SECTION 2: EQUIPMENT REQUIREMENTS/SPECIFICATIONS

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2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's Department of Commerce, Division of Aviation with Boiler Service, Repair and Water Treatment as listed in Sections 2 and 5 of this Invitation and Bid.

2.2 **Scope of Work**

2.2.1. The work includes but is not limited to furnishing labor, Transportation, equipment, materials, supplies, and supervision necessary to provide maintenance services for repairs throughout the Philadelphia International and Northeast Philadelphia Airports and all buildings that are maintained by the DIVISION OF AVIATION.

2.2.1.1 All repairs, adjustments and alterations to the systems covered by this contract made by others are subject to the City's approval.

2.2.2 **Performance Period (i.e., Work Hours)**

2.2.2.1 Inspections and major repairs are to be made during normal working hours. The City reserves the right to direct that this work be done on an overtime basis and the City will be responsible for only the premium portion of the contractors standard service billing rate for the actual overtime hours worked.

2.2.2.2 Method and Schedule of Work - Work will be scheduled during regular working hours 7:30AM-4:00PM, Monday through Friday, recognized holidays excluded. The work shall be executed in a manner and at such times to minimize disturbance to station utilities. If the contractor desires to work outside regular hours or on Saturdays, Sundays or holidays, with no extra compensation, he shall submit an application by noon of previous Wednesday to the Division of Aviation.

2.2.3 **Response Time (Emergency Repairs)**

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Contractor's personnel must arrive at City's site, with all necessary tools, materials and equipment required to commence work within four (4) hours from the time the City contacts the vendor's representative until the vendor arrives at the City's site. Each occurrence of failure to meet this response time shall (may) subject contractor to liquidated damages as specified in para.4.2.4.1 below.

State Name and Phone # of Vendor's contact (Emergency Repairs) for City to contact for service:

Name: _____

Phone: _____

2.2.4 **Contractor Availability**

The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone number or accept collect calls from authorized personnel, at which he or his representative may be reached at night, weekends or holidays. It is mandatory that the contractor or his representative be available to the toll free telephone number 24 hours daily, 7 days a week, including holidays. He shall notify the DIVISION OF AVIATION, in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

State Name and Phone # of Vendor's contact for City to contact for service:

Name: _____

Phone: _____

2.2.5 **Contractor's Personnel**

2.2.5.1 Subcontractors and Personnel - Promptly after award of the contract, the contractor shall submit to the DIVISION OF AVIATION a list of his subcontractors and the work each is to perform.

The list shall include the names of key personnel of the contractor and subcontractor, together with their home

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addresses and telephone numbers, for use in event of any emergency. From time to time, as changes occur and additional information becomes available, the contractor shall update, correct, and change the information contained in previous lists.

2.2.5.2 Awarded Vendor's mechanic(s) shall clearly display the company name and logo on the uniform(s).

2.2.5.3 The Awarded Vendor and his employees shall become acquainted with and obey all Airport regulations.

2.2.5.4 The bidders field service staff are expected to be capable of performing preventative maintenance and repairs to water treatment and control equipment, and discussing in detail the applied treatment chemistry, problems and recommendations.

2.2.6 **Parts and Materials**

All parts and materials supplied by the successful bidder under the contract resulting from this Invitation and Bid shall be new, or warranted as new, first quality products meeting original equipment manufacture (OEM) specifications, but are not required to be provided by the OEM. It shall be delivered by the successful vendor to the locations specified by the City.

2.2.7 **General Requirements**

2.2.7.1 Contractor must supply a portable boiler (minimum 500 hp low pressure steam + 750 HP hot water boiler) and capability to put in place as needed within a 12 hour period to maintain environmental control lost during emergencies or major repairs if so required. A licensed professional engineer must be on the staff of the Contractor to review all service reports and recommendations prior to their submittal to DIVISION OF AVIATION.

2.2.7.2 Each bidder shall operate a laboratory under the direct supervision of a chemist. The lab shall be capable of providing analysis of water samples or deposits for the inorganic and organic properties relevant to open recirculating, hot and chilled

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water, and steam boiler systems. All lab testing as may be requested/required shall be provided under the contract.

2.2.7.3 Permits and Responsibilities of Work - The contractor shall, at his expense obtain all licenses and permits required for the execution of the work. He shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence in connection with the work. He shall also be responsible for all materials delivered and work performed until completion and final acceptance.

2.2.8 **Specifics of required work to include:**

- Perform Water Treatment Service per para.2.3
- Laboratory Analysis per para. 2.4.3
- Chemical Treatment and controls per para. 2.4.4

2.2.8.1 Awarded Vendor shall start and stop the equipment when essential to the proper performance of the equipment.

2.2.8.2 The vendor will supply Material Safety Data Sheets (MSDS) Sheets for all chemicals used.

2.2.8.3 The vendor will inspect and document the condition of all equipment opened for inspection.

2.2.8.4 The vendor will provide three, two-hour training seminars for five (5) operating engineers on each of three (3) shifts.

2.2.8.5 The vendor will provide written instructions for all on-site test programs, start-up, lay-up and shut down procedures for equipment.

2.2.8.6 The vendor will provide any additional service visits or emergency services at no additional charge.

2.2.8.7 The vendor shall submit a monthly formal report including laboratory analytical work, data downloads, and copies of the field service reports for the month.

2.2.8.8 The vendor will supply historical analytical data upon demand.

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2.2.8.9 Any glycol lost by contractors activities shall be replaced by the contractor. Ethylene glycol is Dow-Therm SR-1 heat transfer fluid. Hot & Chilled water systems are 30% solutions by volume.

EQUIPMENT DATA LIST

2.2.9 **BOILERS**

	LOCATION	MODEL/TYPE
2.2.9.1	Central Utility Plant #1 Shipley 700 hp Boilers	3 York SPL-700-s FAH-59118
2.2.9.2	Quad Building	Weil McLain B1986-sw 1ps Boiler
2.2.9.3	Maintenance Support	Weil McLain 6446 series 2-Hot Water Boilers
2.2.9.4	Field Maintenance	Weil McLain Model 57 1-Hot Water Boiler
2.2.9.5	Northeast Airport	Weil McLain 3-lps Boilers 1 Cleaver 300 HP Hot Water Boilers
2.2.9.6	Central Utility Plant #2	1-Cleaver Brooks 500 hp 2-Cleaver Brooks 750 hp Hot Water Boiler
2.2.9.7	Central Utility Plant #3	2-Cleaver Brooks 750 hp Hot Water Boilers

2.2.10 **AIR HANDLERS**

	LOCATION	TYPE/MODEL
2.2.10.1	Central Utility Building AHU-1	York CS-113-FO-FCLP

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	AHU-2	York CS-113-FO-FCLP
	AHU-3	York CS-113-FO-FCLP
2.2.10.2	Mechanical Room #1B/C AHU-9	Dumham Bush VCS 21
2.2.10.3	Mechanical Room #2B/C AHU-2 AHU-4 AHU-3	Centraire, HC215 Centraire, HV211 Centraire, HV216
2.2.10.4	Mechanical Room #4 AHU-6 BC AHU-7 BC AHU-8 BC	Dunham Bush # VCS 14 Dunham Bush # HCS-21 Dunham Bush # HCS-50
2.2.10.5	Mechanical Room #5B/C AHU-10 B/C	Dunham Bush # VCS 10
2.2.10.6	Mechanical Room #6 B/C AHU-11 B/C AHU-15 B/C AHU-18 B/C	Dunham Bush # HCS-21 Dunham Bush # HCS-21 Dunham Bush # VCS 21
2.2.10.7	Mechanical Room #7 AHU-19 BC AHU-5 AHU-14 AHU-11 AHU-12 AHU-13 AHU-33	Dunham Bush # VCS 10 Chrysler Airtemp HV29 Centraire, HC126 Centraire, HC316 Centraire, HC110 Centraire, HC219 Centraire, HC210
2.2.10.8	Mechanical Room #8 AHU-22 AHU-34A AHU-31 AHU-22	Chrysler AV06 Chrysler AV08 Chrysler AV08 Chrysler AV06
2.2.10.9	Mechanical Room #9	

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	AHU-15	Airtherme HC-118
	AHU-15A	Airtherme HC-215
	AHU-18	Centraire HC213
	AHU-19	AHU-17 Chrysler AV08
	AHU-24	Centraire HC216
	AHU-25	Chrysler Airtemp AV11
	AHU-26A	Centraire HC111
	AHU-27 B/C	DUNHAM BUSH # HCS-21
	AHU-28	Chrysler Airtemp AV06
	AHU-29	Chrysler AV11
	AHU-30 BC	DUNHAM BUSH # HCS-21
2.2.10.10	Mechanical Room #10 AHU-35	Carrier Model 50EC400605-IFD
2.2.10.11	Mechanical Room #12 AHU-69 AHU-68	Westinghouse PHY 4369 Westinghouse PHY 4369-10
2.2.10.12	Mechanical Room #13 AHU-74 AHU-75	Westinghouse VA 1616 Westinghouse PHY 4369
2.2.10.13	Mechanical Room #14 AHU-76	Westinghouse HA 17236
2.2.10.14	Mechanical Room #15 AHU-33	Carrier Airtemp
2.2.10.15	Mechanical Room #16 AHU-63	Chrysler HH-36

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2- 750 HP Cleaver Brooks Hot Water Boilers
2- Oil storage tanks and 4-oil pump units
Oil tank level control system
1- Combustion monitoring system

2.2.17 **PUMPS**

Pump #	GPM	Duty	Type	HP	Location
01	2580	CHW	Double Section	30	STP
02	2580	CHW	Double Section	30	STP
03	2580	CHW	Double Section	30	STP
04	4300	CHW	Double Section	200	STP
05	4300	CHW	Double Section	200	STP
06	3600	CW	Double Section	75	STP
07	3600	CW	Double Section	75	STP

Pump #	GPM	Duty	Type	HP	Location
08	3600	CW	Double Section	200	STP
09	1800	Hot Water	Double Section	200	STP
10	1800	Hot Water	Double Section	200	STP
13	3150	CHW	Double Section	55	STP
14	1750	CHW	Double Section	150	STP
15	3600	CW	Double Section	250	STP
16	1650	Hot Water	Double Section	150	STP
17	1650	Hot Water	Double Section	150	STP

Pump #	GPM	Duty	Type	HP	Location
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18	1500	CW	Double Section	100	STP
19	1500	CW	Double Section	100	STP
20	1000	CHW	Double Section	100	STP
21	1000	CHW	Double Section	100	STP
22	3200	Hot Water	Double Section	100	STP
23	3200	Hot Water	Double Section	100	STP
24	3200	Hot Water	Double Section	100	STP

Pump #	GPM	Duty	Type	HP	Location
01	3600	Condenser	Vertical	100	CUB
02	1750	Condenser	Horizontal	100	CUB
03	3600	Condenser	Vertical	100	CUB
04	4500	Condenser	Vertical	100	CUB
05	3600	Chill Return	Horizontal	100	CUB
06	3600	CHWR	Vertical	100	CUB
07	3600	CHWR	Vertical	100	CUB
08	1550	CHWR	Vertical	100	CUB
09	2040	Chilled Water	Horizontal	125	CUB

Pump #	GPM	Duty	Type	HP	Location
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10	2040	Chilled Water	Horizontal	125	CUB
11	2040	Chilled Water	Horizontal	125	CUB
12	2040	Chilled Water	Vertical	125	CUB
13	2040	Chilled Water	Vertical	125	CUB
14	2400	Sec. Chilled	Vertical	100	A-Mech
15	2400	Sec. CHW	Vertical	100	A-Mech
16	470	Hot Water	End Suction	40	A-Mech
17	470	Hot Water	End Suction	40	A-Mech
P-1	465	CW30% A/F	End Suction	20	MR-14
P-2	465	HW Heat 30% A/F	End Suction	20	MR-14
P-3	275	HW Heat 30% A/F	End Suction	20	MR-14
P-4	275	HW Heat 30% A/F	End Suction	20	MR-14
P-5	400	Ch. H 30% A/F	Hor/split case15		MR-13
P-6	400	Ch. H 30% A/F	Hor/split case15	MR-13	

Pump # GPM Duty Type HP Location

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P-7	150	HW Heat 30% A/F	In-Line	5	MR-13
P-8	150	HW Heat 30% A/F	In-Line	5	MR-13
P-1	900	Ch.W 30% A/F	Hor/split	40	Tunnel B
P-2	900	Ch. W 30% A/F	Hor/split	40	Tunnel B
P-3	575	H.W. 30% A/F	End Suction	25	Tunnel B
P-4	575	H.W. 30% A/F	End Suction	25	Tunnel B
P-1	900	Ch. W. 30% A/F	Hor/split case	40	Tunnel C
P-2	900	Ch. W. 30% A/F	Hor/split case	40	Tunnel C
P-3	575	H.W. 30% A/F	End Suction	30	Tunnel C
P-4	575	H.W. 30% A/F	End Suction	30	Tunnel C
HP-5-1	925	H.W.	End Suction	50	MR-5
HP-5-2	925	H.W.	End Suction	50	MR-5
P-1	3600	CHW	Hor/split case	75	Terminal One
P-2	3600	CHW	Hor/split case	75	Terminal One
Pump #	GPM	Duty	Type	HP	Location
P-3	3600	CHW	Hor/split case	75	Terminal One

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P-4	3600	CHW	Hor/split case	250	Terminal One
P-5	3600	CHW	Hor/split case	250	Terminal One
P-6	3600	CHW	Hor/split case	250	Terminal One
P-7	4500	CW	Hor/split case	100	Terminal One
P-8	4500	CW	Hor/split case	100	Terminal One
P-9	4500	CW	Hor/split case	100	Terminal One
P-10	1675	H.W.	Hor/split case	40	Terminal One
P-11	1675	H.W.	Hor/split case	40	Terminal One
P-12	1675	H.W.	Hor/split case	40	Terminal One
P-13	1675	H.W.	Hor/split case	125	Terminal One
P-14	1675	H.W.	Hor/split case	125	Terminal One

2.2.17.1 Equipment located at Thermal Plant #3,(A West Terminal).

Pump #	GPM	Duty	Type	HP	Location
P-1	3,600	Primary Chilled Water	Horizontal Split Case	75	A-West Thermal Plant
P-2	3600	Primary Chilled Water	Horizontal Split Case	75	A-West Thermal Plant
P-3	3,600	Primary Chilled Water	Horizontal Split Case	75	A-West Thermal Plant
Pump #	GPM	Duty	Type	HP	Location
P-4	3,600	Secondary	Horizontal	250	A-West

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		Chilled Water	Split Case		Thermal Plant
P-5	3,600	Secondary Chilled Water	Horizontal Split Case	250	A-West Thermal Plant
P-6	3,600	Secondary Chilled Water	Horizontal Split Case	250	A-West Thermal Plant
P-7	4,500	Condenser Chilled Water	Horizontal Split Case	125	A-West Thermal Plant
P-8	4,500	Condenser Chilled Water	Horizontal Split Case	125	A-West Thermal Plant
P-9	4,500	Primary Hot Water	Horizontal Split Case	40	A-West Thermal Plant
P-10	1,675	Primary Hot Water	Horizontal Split Case	40	A-West Thermal Plant
P-11	1,675	Primary Hot Water	Horizontal Split Case	40	A-West Thermal Plant
P-12	1,675	Primary Hot Water	Horizontal Split Case	40	A-West Thermal Plant
P-13	1,675	Secondary Hot Water	Horizontal Split Case	125	A-West Thermal Plant
P-14	1,675	secondary Hot Water	Horizontal Split Case	125	A-West Thermal Plant

Pump #	GPM	Duty	Type	HP	Location
P-1518	Fuel	Oil	Rotary	2	A-West Thermal Plant
p-16	18	Fuel Oil	Rotary	2	A-West Thermal Plant

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p-17	18	Fuel Oil	Submersible	1/3	A-West Thermal Plant
P-18	18	Fuel Oil	Submersible	1/3	A-West Thermal Plant

Pumps	GPM	Duty	Type	HP	Location
1	2580	CHW	Double Suction	30	CUB #2
2	2580	CHW	Double Suction	30	CUB #2
3	2580	CHW	Double Suction	30	CUB #2
4	4300	CHW	Double Suction	300	CUB #2
5	4300	CHW	Double Suction	300	CUB #2
6	3600	CH	Double Suction	75	CUB #2
7	3600	CH	Double Suction	75	CUB #2
8	3600	CH	Double Suction	200	CUB #2
9	1800	Hot Water	Double Suction	200	CUB #2
10	1800	Hot Water	Double Suction	200	CUB #2

2.2.17.2 Pump Schedule

Pump #	GPM	Duty	Type	HP	Location
1	3600	Condenser	Vertical	100	Cub #1
2	1750	Condenser	Horizontal	60	Cub #1
3	3600	Condenser	Vertical	100	Cub #1
4	4500	Condenser	Vertical	100	Cub #1
5	3600	Chill Return	Horizontal	75	Cub #1
6	300	CHWR	Vertical	75	Cub #1
7	3600	CHWR	Vertical	100	Cub #1
8	1550	CHWR	Horizontal	75	Cub #1
9	2040	Chilled Water	Horizontal	125	Cub #1
10	2040	Chilled Water	Horizontal	125	Cub #1
11	2040	Chilled Water	Horizontal	125	Cub #1
12	2040	Chilled Water	Vertical	125	Cub #1
13	2040	Chilled Water	Vertical	125	Cub #1
14	2400	Sec. Chilled	Vertical	100	A-Mech
15	2400	Sec. CHW	Vertical	100	A-Mech
16	470	Hot Water	End Suction	40	A-Mech
17	470	Hot Water	End Suction	40	A-Mech

Pump #	GPM	Duty	Type	HP	Location
P-1	465	CW 30% A/F	End Suction	20	MR-14
P-2	465	CW 30% A/F	End Suction	20	MR-14
P-3	275	HW Heat 30% A/F	End Suction	20	MR-14

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2.2.18 **Availability of Utilities**

Availability of Utilities - The DIVISION OF AVIATION (DOA) will furnish the following utilities for the work at no cost to the contractor. Information concerning the location of existing outlets may be secured from the DOA. The contractor shall provide and maintain, at his expense, the following necessary service lines from existing DOA. Outlets to the site of work.

- Electric
- Water
- Compressed Air (where available)

2.2.18.1 **Contractor Furnished Utilities**

If the DIVISION OF AVIATION cannot provide the required utilities, the contractor shall at his expense, obtain the required utilities.

2.2.19 **Service Records**

In addition to the malfunction incident report(s), vendor shall maintain a complete record of all service performed on each piece of equipment, including all parts replaced. This service record shall be kept at the City installation site or such other site as may be approved by the City in writing, and shall be furnished for review if requested by the City. The service record shall be an individual record identifying each piece of equipment explicitly, with a complete history of dated service and all parts used recorded therein.

2.2.20 **Safety**

The contractor shall in the performance of his work follow all standard of the trades. He shall at all times comply with requirements of the Occupational Safety and the Occupational Safety and Health Act of 1970 (OSHA).

2.2.21 **Warranty**

All parts to be delivered under this contract must carry a minimum of ninety (90) day warranty and all services must carry a one (1) year warranty that will commence upon acceptance of the service or part by the City. During this period, the vendor shall provide maintenance and make all necessary

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repairs and adjustments and provide parts replacement to the City at no charge.

2.2.22 Contractor's Repair and/or warranty shall not include:

Work external to the equipment, changes or alterations to the physical environment of the City's site, moving or reinstallation of equipment except when required by the contract provisions or as an integral part of the repair, maintenance or repair of accessories or equipment not specifically covered under the contract without written request and approval by the Department of Commerce (or City designee), and the Procurement Department prior to commencement of work, or repair made necessary by misuse or negligence of the City, its employees, agents, contractors or invitees.

2.2.23 Work Site Maintenance

All workmanship shall be in accordance with best commercial practices. During the progress of work, sites shall be free of debris.

Debris - Debris and useless materials shall be removed from the activity at directed times and the area of work shall be kept reasonably clean and free of useless materials at all times. At completion of the contract, the area of work and the activity shall be left without containers, contractors equipment, and other undesirable materials, and in an acceptably clean condition.

Upon completion of work, vendor shall remove from the site all tools, equipment, surplus and discarded materials, including debris, dirt, existing materials and rubbish accumulated as a result of the service performed. Any stains, fingerprints or other unsightly marks shall be removed. The job will not be considered complete until the site is clean for inspection and accepted by the Division of Aviation.

2.2.23.1 Storm Protection - Should warnings of winds of gale force or stronger be issued, the contractor shall take every precaution to minimize danger to persons, to the work, and to adjacent property. The precautions shall include, but not be limited-to, closing all openings, removing all loose materials, tools, and equipment from exposed locations and removing or securing scaffolding and other temporary work.

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2.3 WATER TREATMENT: SERVICE SURVEILLANCE PROGRAM SCOPE

The contractor shall have at his disposal a water testing laboratory facility. The laboratory shall be professionally staffed with at least one degreed chemist and capable of performing the specified testing and Qualitative/Quantitative Analytical Services.

2.3.1 WATER TREATMENT AND CONTROL SPECIFICATIONS

The Contractor shall provide all field test kits and reagents, water treatment chemicals and services for the following systems:

- 2.3.1.1 Central Utilities Building Steam Boiler System, Condenser Water System, Chilled Water System
- 2.3.1.2 Satellite Utilities Building Steam Boiler System, Condenser Water System, Chilled Water System
- 2.3.1.3 A West Utilities Building Hot Water Boiler System, Condenser Water System, Chilled Water System.
- 2.3.1.4 Facilities Maintenance Hot Water System, Firehouse Hot Water System
- 2.3.1.5 QUAD Steam Boiler System
- 2.3.1.6 Northeast Airport Maintenance Bldg., Steam Boiler, TWE Building Hot Water Boiler System.

- 2.3.2 It is the responsibility of the vendor to visit the facility, inspect each operating system, take whatever samples are necessary and gather data to assure themselves that they have sufficient knowledge of the systems so that an accurate, all inclusive, bid can be submitted.

2.4 SERVICE REQUIREMENTS

2.4.1 FIELD SERVICE REQUIREMENTS

Field service visits will be accomplished at each cooling tower system and the Central Utilities Building steam boiler system weekly, with all other systems serviced at least once per month.

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- 2.4.1.1 Service visits to be completed by a degreed engineer or chemist having at least 5 years field experience managing HVAC water treatment systems.
- 2.4.1.2 Contractor must report to designated site representative.
- 2.4.1.3 Collect samples, perform field tests and document the condition of each system with respect to chemical analyses. (See Field Testing Requirements.)
- 2.4.1.4 Adjust chemical feeding systems to maintain desired residuals.
- 2.4.1.5 Adjust bleed control devices to maximize water use (minimize bleed) based on current make-up water character.
- 2.4.1.6 Calibrate, provide preventive maintenance and minor repairs for conductivity/treatment/bleed controllers, chemical feed pumps and associated connections, as needed.
- 2.4.1.7 Clean strainers at the inlets to water treatment control devices.
- 2.4.1.8 Inspect and document the physical condition of each cooling tower with respect to its cleanliness, including but not limited to silt, scale, algae and slime presence.
- 2.4.1.9 Inspect each operating system for presence of leaks, over flows, unusual temperatures or pressures, etc. Document on field service report.
- 2.4.1.10 Review chemical and test kit reagent inventories, reorder as needed and document use rates or adjustments.
- 2.4.1.11 Provide instruction to facility operating staff as required on water treatment and testing programs.
- 2.4.1.12 At the completion of service, report to the designated site representative to review the service report and documented recommendations, problems and/or concerns.
- 2.4.1.13 Once per month, each water treatment controller will be downloaded by the vendor to their own laptop computer. The

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data logs will be printed out and delivered with the monthly laboratory report.

- 2.4.1.14 Once per month, every system shall have samples collected for laboratory analysis. (See Laboratory Analysis Requirements. Para. 2.4.3)

2.4.2 **FIELD TESTING REQUIREMENTS**

During weekly field service visits, samples shall be drawn and tested as follows with results documented in the field service report.

- 2.4.2.1 Raw Water: hardness, alkalinity, conductivity.
- 2.4.2.2 For Steam Boiler Systems: Make-up Tank hardness, conductivity and pH; Water Softener hardness, conductivity and pH; Feedwater Tank hardness, sulfite, conductivity, and pH; all Boilers hardness, sulfite, partial and total alkalinity, phosphate, conductivity, and pH; Condensate hardness, conductivity and pH.
- 2.4.2.3 For Condenser Systems: each Condensers' inhibitor level, conductivity, pH and Cycles of Concentration.
- 2.4.2.4 For Hot/Chilled Loops: monthly inhibitor level, conductivity, and pH.

2.4.3 **LABORATORY ANALYSIS REQUIREMENTS**

Once per month, each operating system under care shall have the following laboratory analyses performed. Chemical analysis shall be by APHA Standard Methods. The results of testing shall be submitted in a formal report, with commentary on each system identifying the status and condition of each sample point and system, actions taken, and recommendations.

- 2.4.3.1 Laboratory Testing Format: each test shall be run on each sample as shown below, monthly.

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- 2.4.3.1.1 Raw Water: calcium, magnesium and total hardness, partial and total alkalinity, iron, copper, chloride, sulfate, silica, suspended solids, conductivity and pH.
- 2.4.3.1.2 Softener: calcium, magnesium and total hardness, partial and total alkalinity, iron, copper, chloride, sulfate, silica, suspended solids, conductivity and pH.
- 2.4.3.1.3 Make-up Tank: calcium, magnesium and total hardness, partial and total alkalinity, iron, copper, chloride, sulfate, silica, suspended solids, conductivity and pH.
- 2.4.3.1.4 Feed Water Tank or Deaerator: calcium, magnesium and total hardness, partial and total alkalinity, iron, copper, chloride, sulfite, sulfate, silica, suspended solids, conductivity and pH.
- 2.4.3.1.5 Steam Boiler: calcium, magnesium and total hardness, partial and total alkalinity, iron, copper, chloride, phosphate, total polymer, sulfate, silica, suspended solids, conductivity and pH.
- 2.4.3.1.6 Condensate: total hardness, iron, copper, chloride, carbon dioxide, morpholine suspended solids, conductivity and pH.
- 2.4.3.1.7 Condenser Water: calcium, magnesium and total hardness, partial and total alkalinity, iron, copper, phosphate, phosphonate total polymer, molybdenum, azole, chloride, sulfate, silica, suspended solids, conductivity, pH, Standard Plate Count, Ryznar Index, Langlier Index.
- 2.4.3.1.8 Hot/Chilled closed Water systems: partial and total alkalinity, iron, copper, nitrite, nitrate, azole, chloride, suspended solids conductivity and pH.

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2.4.4 **CHEMICAL TREATMENT AND CONTROLS**

- 2.4.4.1 The vendor will provide all treatment additives under this contract.
- 2.4.4.2 The vendor will provide for on-site use, all required field test kits, replacement reagents, standards and conductivity meters for the duration of the contract. Test kits shall be provided at each location.
- 2.4.4.3 Chemical treatment programs have been generically selected and specified to provide for scale, corrosion, deposit and microbiological control. The vendor shall provide complete specifications of all ingredients contained in their formulations as requested. The claim of proprietary compound may be rejected.
- 2.4.4.4 The levels and types of treatment components must have specified ranges.
- 2.4.4.5 No heavy metals such as zinc, cadmium, or chromium etc., or acids may be used in any systems.
- 2.4.4.6 Each system has suitable monitoring, control and chemical feeding equipment present. The equipment is the property of the facility.
- 2.4.4.7 Modifications to the selected approaches may be considered based on due diligence by the vendor during the contract. The vendor may propose alternate programs, based on fully disclosed data submitted to DOA for alternate program. This does not relieve the bidder from submitting a bid based on the specifications.

2.4.5 **CONDENSER WATER SYSTEMS**

Condenser water treatment programs are to control corrosion, scaling, deposition microbiological fouling, and to minimize the health risks associated with cooling tower water aerosols.

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- 2.4.5.1 Each condenser system is fitted with an automated conductivity controller and contact head water meter.
- 2.4.5.2 Each system shall be treated with an inhibitor and two microbiocides as follows with no exceptions.
- 2.4.5.3 A single blended non-phosphate inhibitor shall be supplied for corrosion, scaling, foaming and deposit control. Inhibitor shall provide for cathodic and anodic corrosion control through the use of phosphates and polymeric compounds, and tolytriazole. Phosphonate shall be present at 2-5 ppm, total polymer present at 5-10 ppm, azole present at 1-3 ppm, and phosphate present at 4-10 ppm. Molybdenum shall be used as a tracer and controlled by testing using Hach molybdenum pocket colorimeter.
- 2.4.5.4 The inhibitor shall be capable of operating the cooling systems at five cycles of concentration, conditions dependent. Control of product feed shall be based on a field test kit.
- 2.4.5.5 All on-line condenser systems shall be treated with a bromine release biocide daily. Tablet feeding brominators are present at each condenser. A free bromine level of 0.5 - 1.5 ppm shall be achieved at each application for a period of two hour minimum.
- 2.4.5.6 An alternate microbiocide, a non-oxidizer, shall be fed at least once per week. No carbamates shall be used. Acceptable Biocides are Tolcide PS, Isothiatoline and Gluteraldahyde.
- 2.4.5.7 Once per week, between 10AM and 3 PM, facility staff will operate all condensers to ensure stagnation and microbiological problems in off-line systems does not occur. The vendor will program an automated biocide application to occur during this period.
- 2.4.5.8 The following performance guidelines are to be met. The system pH shall be maintained between 8-9; Cycles of Concentration are to be 5 or greater, make-up water conditions permitting; Total Heterotropic Bacteria counts are to be maintained below 10,000 Colonies Per Milliliter; no visible algae

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and slime; Legionella Bacteria at less than 1 CFU; Mild Steel corrosion rates < 2.0 MPY; Copper corrosion rates of < 0.3 MPY.

2.4.6 **HOT/CHILLED WATER SYSTEMS**

All Hot and Chilled water systems are to be treated for the control of corrosion, deposition microbiological problems. All systems have chemical application equipment installed.

- 2.4.6.1 All treatment additives applied to closed loops are to be liquids.
- 2.4.6.2 The treatment program applied shall be a blended buffered Nitrite, Molybdate, Azole blend. Nitrite, as NO₂, shall be maintained at a minimum of 200 ppm; Molybdate, as MoO₄, shall be maintained at a minimum of 150 ppm, and Azole at a minimum of 3 ppm. Treatment levels to be maintained are not specified in a sodium testing procedure format.
- 2.4.6.3 The blended treatment additive shall contain a polymeric dispersant for deposit control.
- 2.4.6.4 The treatment additive shall adjust the pH in all hot and chilled loops to between 9.0 and 10.5
- 2.4.6.5 At least once per year, an appropriate non-oxidizing biocide shall be applied to all chilled and hot water loops to provide for effective destruction of both aerobic and anaerobic bacteria. Any additional treatment additives to address microbiological problems shall be supplied by the vendor under this contract.
- 2.4.6.6 The following performance guidelines are to be met. Total Heterotropic Bacteria counts are to be maintained below 1000 Colonies Per Milliliter; Anaerobic Bacteria counts are to be maintained at 0 Colonies per milliliter; Mild Steel corrosion rates < 2.0 MPY; Copper corrosion rates of < 0.3 MPY.

2.4.7 **STEAM BOILER SYSTEMS**

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Steam boiler system treatment chemistries shall provide for scale, deposit and corrosion control across steam generating, distribution and using equipment as well as condensate recovery systems.

2.4.7.1 All water treatment chemicals shall be supplied as liquids.

2.4.7.2 All steam boilers shall be treated with treatments combining catalyzed oxygen scavengers, natural organic and/or synthetic dispersants and sludge conditioners, anti-scalants, neutralizing amines, and alkali. Molybdenum shall be contained in the product supplied & tested with a Hach Single wavelength Moly tester at 0.5-1 ppm.

2.4.7.3 Five tests formats shall be used to control the applied programs: hardness, sulfite, molytracer, conductivity and pH.

2.4.8 **CENTRAL UTILITIES BUILDING**

Airport personnel will perform daily testing and adjust chemical dosages based on the outcomes of testing.

2.4.8.1 A softening system is in use. It will be tested daily by on-site staff.

2.4.8.2 Each boiler is fitted with a surface blow down controller.

2.4.8.3 Supply a blended liquid containing a catalyzed sodium sulfite for application to the deaerator. The sulfite level, as SO₃, in all lead and lag boilers shall be maintained at a minimum of 60 PPM at all times.

2.4.8.4 Supply a blended boiler inhibitor containing anti-scalants, dispersants and alkali to prevent deposits and condition sludges. Hydrate alkalinity in each boiler is to be maintained above 200 PPM and total polymer above 20 PPM, at all times. The blend must contain a Molybdate complex for product feed control so as to permit a Molybdenum control range of 0.5 – 1 PPM. Product feed is directly into the boilers. All laid-up boilers shall be maintained at 200 PPM.

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2.4.8.5 Supply a blend of amines. This product shall be packaged separately from the oxygen scavenger and boiler inhibitor to permit direct feed control independent of other treatment additives. Amines shall be mixed in a day tank with the boiler inhibitor. Dosage shall be determined by a daily pH test of returned condensate. Condensate pH shall be maintained above 8.4 at all times, but below 9.3.

2.4.8.6 Boilers are rotated as needed by the Airport. Whenever a boiler is rotated out of service or otherwise is not in use, it shall be laid-up wet. Airport personnel shall first lower the conductivity, then increase the sulfite residual to over 200 PPM as SO₃, and boost the alkalinity to at least 200 PPM, as OH. There will be no added charges for any number of lay-ups during the contract.

2.4.9 **SATELLITE UTILITY BUILDING STEAM BOILERS**

2.4.9.1 All blow down control is manually applied. Treatment application may be manual or semi-automated

2.4.9.2 Supply a single blended liquid containing a high molybdenum content for these steam contained low pressure steam boilers. The formulation should provide boiler water parameters as follows: molybdenum at 125 PPM, 20-30 PPM of phosphate, a hydroxyl alkalinity between 200-400 PPM, DEAE, and a polymeric dispersant to control scaling and deposition. On-site control is to be based on a molybdenum test.

2.4.10 **OTHER STEAM BOILER SYSTEMS**

All blow down control is manually applied. Treatment application may be manual or semi-automated.

2.4.10.1 Supply a single blended liquid containing a catalyzed sodium sulfite, anti-scalants, dispersants, alkali and amines to control corrosion, scaling, and deposition. Control is to be based on a

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single test, sulfite. Sulfite residuals are to be maintained above 45 ppm, as SO₃. Hydrate alkalinity in each boiler is to be maintained above 200 ppm and total polymer above 10 ppm, at all times. Condensate is to be neutralized to a pH above 8.4.

2.5 **PREVENTIVE MAINTENANCE SERVICE PROGRAM FOR BOILERS/STEAM/CONDENSATE AND HOT WATER SYSTEMS**

- 2.5.1 Contractor will invoice monthly for furnishing regular and systematic preventive maintenance with monthly inspections.
- 2.5.2 Contractor shall provide as part of the monthly inspection a written report on all items listed below including system abnormalities found.
- 2.5.3 For all boilers on equipment list, the following duties shall be performed **MONTHLY**.

2.5.3.1 **Check And Calibrate**

- A. Water level controls
- B. Pressure and Temperature Controls
- C. Fuel supply valves
- D. Burner operation
- E. Blow down all water Controls
- F. All Thermostats
- G. Sight glass and valves
- H. Safety and relief valves
- I. Fuel level indicators (holding tanks)

2.5.3.2 **Duties to be performed monthly**

- A. Blow down all water levels controls.
- B. Safety or relief valve check operations 80% working pressure.
- C. Test water softener for hardness and Review its operational characteristics as to Manufacturers specifications.
- D. Flue gas analysis - test over entire firing range comparing readings with previous months.
- E. Test boiler operating characteristics -by manually sequencing the unit closing off fuel supply and check flame scanner reaction timing and flame failure timing. Restart and observe light off characteristics.

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- F. Check and clean burner/pilot assembly as needed.
- G. Inspect and test all condensate return pumps, tank assemblies and Electric operation.
- H. Blowout the strainers of steam and condensate lines.
- I. Inspect all valve and accessories for operation and leaks. Replace as required.
- J. Inspect for proper operation of steam flow meters.

2.5.3.3 Additional Maintenance Procedures to be performed and listed in monthly inspection report:

A. Philadelphia International Airport – Main Terminal

- 1. Inspect all equipment in 14 Mechanical Rooms including but not limited to pipes, valves, coil traps, motors, pumps and pump controls
- 2. Inspect all condensate return pumps, tank assemblies and test electrical operation.
- 3. Blow down all strainers located in condensate and steam system
- 4. Thermally check all traps for proper operation.
- 5. Inspect all Domestic hot water generating equipment including but not limited to pumps, thermostats, valve traps and circulating equipment.
- 6. Inspect all hot water generating equipment (heating) including but not limited to pumps, valves, thermostats, traps and circulating equipment.

B. Quad Area

- 1. Inspect mechanical room and check all return piping, automatic controls operation and condensate receiver.

C. Maintenance Support

- 1. Inspect and check for proper operation of all hot water circulating and generating equipment including but not limited to pipes, pumps, thermostats, automatic controls and coils.

D. Field Maintenance Building

- 1. Inspect and check for proper operation of all hot water

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circulating and generating equipment including but not limited to pipes, pumps, thermostats, automatic controls and coils.

E. Engine # 78

1. Inspect and check for proper operation of all hot water circulating and generating equipment including but not limited to pipes, pumps, thermostats, automatic controls and coils.

F. **NORTHEAST AIRPORT - 3 Mechanical Rooms**

1. Check proper operation of three (3) hot water heating systems, Main Terminal, Maintenance Building, and TWE building.

2.5.4

Maintenance procedures to be performed annually, at no additional charge. The following duties are to be performed at the end of each heating season or as directed by the DIVISION OF AVIATION:

- 2.5.4.1. Pressure Vessel Inspection - Coordinate an annual pressure vessel inspection by insurance or government group. Establish a firm procedure with all outside inspection groups so that equipment is in proper state of readiness. Equipment should be open, cleaned and cool for inspection.
- 2.5.4.2. Boilers (See equipment list Para. 2.2.9-2.2.17.1)
 - A. Clean fireside surfaces by brush or water washing. Use a powerful vacuum cleaner to remove soot.
 - B. Remove all handhole and manway plates, inspect plugs from water column tees and crosses, float assemblies from water columns and thoroughly wash all waterside surfaces.
 - C. Remove all pipe plugs from inspection openings and replace with either a solid stock plug or a nipple and cap assembly that can be easily removed.

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- D. Waterside cleaning as soon as boiler is cooled enough to work on comfortably. Use a high pressure hose to flush out sludge, scale, etc. washing from top to bottom. Boiler is to be laid up wet. It should be fired to drive off oxygen and treatment added to prevent corrosion and left filled to top of shell, as per manufacturer's short term lay-up procedures.
- E. Upon opening fireside areas, give refractories an inspection and start repairs as soon as possible. Area of repair should be carefully prepared and built up according to instructions of refractory supplier. After repairs are completed, give entire refractory area several water-thin wash coatings of high temperature cement material to seal refractory surfaces and lessen deterioration.
- F. Oil **storage tanks** are to be inspected or checked annually for sludge and water accumulation. Tanks should be filled with oil to prevent condensation during summertime.
- G. After a cleaning, the entire combustion process should be carefully checked, Co2 readings taken and necessary burner adjustments made. Readings are to be recorded and used as a basis of comparison for future tests.
- H. Check electronic controls for operational performance.
- I. Mercury switches on all types of controls should be inspected and replaced at first sign of deterioration.
- J. Check fluid levels on all hydraulic valves. If any leakage is apparent, take positive corrective action immediately.
- K. Check oil preheater by removing the heating element and inspect for sludge or scale. Heat transfer surfaces should be kept absolutely clean.
- L. Check all filter elements, clean or replace as needed. On

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all self-cleaning filters, make certain that impurities are flushed or discharged from filter body.

- M. Check gauge glass for possible replacement. If internal erosion at water level is noted, replace with new glass and rubber gaskets. On all unattended boilers, the gauge glass mounting should be of the safety style with stop checks in case of glass breakage.
- N. Remove safety valves and have them reconditioned by an Authorized safety valve facility.
- O. Check condition of the fuel pump.
- P. Boiler feed pumps and strainers should be checked and reconditioned as needed.
- Q. Condensate receivers should be emptied and washed out internally. An internal inspection should be **performed**. Make-up valve should be checked for proper operation and overhauled if necessary.
- R. Chemical feed systems for water treatment should be completely emptied, flushed and reconditioned. Metering valves or pumps should be reconditioned at this time.
- S. All electrical terminals should be checked for tightness, particularly on starters and movable relays.

2.6 REPAIRS

- 2.6.1 Wherever the terms "repair or replace" are used in a Work Request (Records Department Form #72-290), they shall be understood to mean that all damaged or defective materials or parts are to be repaired or replaced with new materials or parts of the same type, style, grade, class and reliability from same or equivalent manufacturer. Fully repaired or finished units shall duplicate the original units in form, fit, function and reliability.
- 2.6.2 No repairs other than those included in monthly preventive maintenance shall be made without prior authorization by the DIVISION OF AVIATION. The contractor shall present a written report of work to be performed, the estimated time within which work will be completed, and estimates of cost of

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parts and any other pertinent terms or conditions. No payment will be made for unauthorized work. The type and amount of work specified to be performed shall be authorized only by the DIVISION OF AVIATION by the issuance of WORK REQUEST (WR) to fully describe the work.

- 2.6.3 Payment for all work will be billed at labor rates quoted in bid. Parts and material will be reimbursed at contractor's net cost plus a percentage (to be supported by invoices).
- 2.6.4 Emergency repairs are to be provided at rates quoted in the bid. Parts other than replacement boiler shall be reimbursed at VENDOR'S COST + 5% MARK-UP (TO BE SUPPORTED BY INVOICES).

2.7 WORK ORDER LIMITATIONS

- 2.7.1 All work orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any work orders.
- 2.7.2 Minimum orders. When the DIVISION OF AVIATION requires services covered by this contract in an amount of less than Two Hundred Fifty (\$250.00) Dollars, the Division Of Aviation shall not be obligated to purchase, nor the contractor obligated to furnish, any supplies or services under this contract.
- 2.7.3 The Division Of Aviation may issue orders which provide for performance at multiple destinations.
- 2.7.4 Each job to be performed under this contract will be described in a written report. The contractor shall describe the work to be performed, the time within which the work must be completed, and any other pertinent terms or conditions. Each order must be numbered, dated and will refer to this contract. All work will be based on an agreed fixed cost. No payment will be made for unauthorized work. The type and amount of work to be performed shall be authorized only by the DIVISION OF AVIATION by the issuance of a written order and an attached written report to fully describe the work.
- 2.7.5 Work order will be in writing after review of written report.

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2.7.6 The contractor shall respond to work order after written notification of issuance of a work authorization. The contractor shall complete any work authorization with a value above \$5,000.00 within the estimated date.

2.8 Pricing

In "Pricing" Section 5, bidder shall state

2.8.1 Water Treatment Program

2.8.1.1 **26031-005-000-00** MONTHLY SERVICE AND WATER ANALYSIS

Estimated quantity - 12 MO

2.8.1.2 **26031-005-001** COSTS FOR ONE THOUSAND GALLONS MAKE-UP FOR CONDENSER WATER; PHILADELPHIA INTERNATIONAL & N.E. AIRPORTS.

Estimated quantity - 45,000,000 Gallons

2.8.1.3 **26031-005-002** COSTS FOR ONE THOUSAND GALLONS MAKE-UP FOR STEAM BOILERS; PHILA. INT'L.& N.E. AIRPORTS.

Estimated quantity - 1,000,000 Gallons

2.8.1.4 **26031-005-003** COSTS FOR ONE THOUSAND GALLONS MAKE-UP/CHILLED WATER; PHILA.INT'L. & N.E. AIRPORTS.

Estimated quantity- 1,000,000 Gallons

2.8.2 Preventive Maintenance

2.8.2.1 **26031-005-004-00**

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Price for Implementation, application, Reporting and Inspection
Monthly and Annually

Estimated quantity-12 MO

2.8.3 **Repairs**

2.8.3.1

26031-004-000

Foreman. Labor rate per hour.
Monday-Friday, 7:30AM – 4:00PM

Estimated number of hours - period 320 HR

2.8.3.1.1 **26031-004-001**

Foreman. Labor rate per hour. Monday-Friday, in
excess of eight (8) hour work day and Saturday,
12:00AM–12:00AM.

Estimated number of hours - period 24 HR

2.8.3.1.2 **26031-004-002-00**

Foreman. Labor per hour. Sunday, 12:00AM-
12:00AM and the following holidays: New Year's,
Memorial Day, July 4th, Labor Day, Thanksgiving,
Christmas).

Estimated number of hours - period 8 HR

2.8.3.2

26031-004-003

Boilermaker. Labor rate per hour. Monday-Friday, 7:30AM –
4:00PM

Estimated number of hours - 320 HR

2.8.3.2.1 **26031-004-004**

Boilermaker. Labor rate per hour. Monday-Friday,
in excess of eight (8) hour work day, and Saturday,
12:00AM–12:00AM.

Estimated number of hours - 33 HR

2.8.3.2.2 **26031-004-005-00**

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Boilmaker. Labor rate per hour. Sunday, 12:00AM-12:00AM and the following holidays: New Year's, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas).

Estimated number of hours -period 15 HR

2.8.3.3

26031-004-006

Steamfitter. Labor rate per hour. Monday-Friday, 7:30AM – 4:00PM

Estimated number of hours - 262 HR

2.8.3.3.1 **26031-004-007**

Steamfitter. Labor rate per hour. Monday-Friday, in excess of eight (8) hour work day and Saturday, 12:00AM–12:00AM.

Estimated number of hours for the initial contract period - 25 HR

2.8.3.3.2 **26031-004-008-00**

Steamfitter. Sunday, 12:00AM-12:00AM and the following holidays: New Year's, Memorial Day, July 4th, Labor Day, , Thanksgiving, Christmas.

Estimated number of hours - 5 HR

2.8.3.4

26031-004-009

Welder. Labor rate per hour. Monday-Friday, 7:30AM – 4:00PM

Estimated number of hours - 40 HR.

2.8.3.4.1 **26031-004-010**

Welder. Labor rate per hour. Monday-Friday, in excess of eight (8) hour work day and Saturday, 12:00AM–12:00AM.

Estimated number of hours - 15 HR

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2.8.3.4.2 **26031-004-011-00**

Welder. Sunday, 12:00AM-12:00AM and the following holidays: New Year's, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

Estimated number of hours - 8 HR

2.8.3.5 **26031-004-012**

Boiler Service Technician. Labor rate per hour. Monday-Friday, 7:30AM – 4:00PM

Estimated number of hours - 200 HR

2.8.3.5.1 **26031-004-013**

Boiler Service Technician. Labor rate per hour. Monday-Friday, in excess of eight (8) hour workday and Saturday, 12:00AM–12:00AM.

Estimated number of hours - 25 HR

2.8.3.5.2 **26031-004-014-00**

Boiler Service Technician. Sunday, 12:00AM-12:00AM and the following holidays: New Year's, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas

Estimated number of hours - period 16 HR

2.8.4 **26031-011**

PARTS: PARTS TO BE USED IN THE PERFORMANCE OF THIS REPAIR CONTRACT ONLY.

PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER (as shown on supplier's invoice) + 5% MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit a copy of original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier + 5%. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be

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factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

Estimated Expenditures\$60,000.00

2.8.5 **26031-004-018**

State Rate per Day for Rental of Boilers Described in para. 2.2.7.1.

Estimated number of days for the initial contract period – 30 days.

2.9 Delivery of services are to be made to: Philadelphia International Airport and Northeast Airport

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

3.1.1 Bid will be evaluated by the Procurement Department.

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

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

- (i) improper bid security
- (ii) improper bid execution
- (iii) incompleteness
- (iv) offering counter terms and conditions
- (v) improper or incomplete execution of OEO documents (if applicable) may be disqualified by the City without notice to the bidder. The decision of the City is final.

3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the

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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 based upon the total listed in Section 5, "Pricing". Bidder must bid all items to be eligible for an award.

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

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

3.2.3 **PERFORMANCE SECURITY:**
Bidder's attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note, however, that awards as a result of this bid will have a minimum contract amount of \$25,001.00. All awards at the \$25,001.00 amount will be subject to a \$50.00 Master Performance Security Fee. All other awards will have the contract amount based upon the hourly rate(s) x the estimated # of hours, plus the estimated expenditures for parts.

Performance Security shall be required for any subsequent renewal periods.

3.2.4 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

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representing that the Bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with Bidder) has searched any and all records of the Bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

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

3.2.4

INSURANCE:

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

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

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4.1.1 **Order Against Contracts**

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

4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information as specified in Section 4.2.11., this is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.11 will be rejected for correction.

4.1.3 Invoices submitted shall be processed for payment upon the City's acceptance of the subject product and/or service.

4.1.4 The using department is 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.

4.1.5 **ADD-ONS:**

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

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number, bid schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

4.2 **VENDOR RESPONSIBILITY**

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

4.2.3 Contractors may deliver services or equipment (as applicable) up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

4.2.4 **VIOLATION OF CONTRACT**

If contractor abandons the work or if the job time schedule as defined between the operating department and the contractor prior to the initiation of work is exceeded or if the contractor neglects or fails to prosecute the work with promptness and diligence, or shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment, or if vendor shall execute any of the work improperly, carelessly, or in bad faith or if the contractor shall default in the performance of any of the terms, conditions and provisions of the contract, the operating department may notify in writing the contractor to remedy his neglect or default and require the contractor to comply with the terms, conditions and provisions of this contract resulting from this Invitation and Bid.

4.2.4.1 **Liquidated Damages:**

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor liquidated damages of \$200.00 for each event or omission per day until such actions are remedied by the vendor:

- Failure to commence work within specified time
- Poor performance
- Failure to provide all equipment, materials and parts necessary for the performance of the work

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- Failure to supply qualified personnel

4.2.4.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law.

The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. The City/using agency shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on vendor; all assessments of liquidated damages must also be reported, in writing, to the Procurement dept. Buyer as they occur.

In the event of assessment of liquidated damages, if the vendor feels that extenuating circumstances contributed to the occurrence, a request for a waiver on the liquidated damages may be appealed in writing, within 30 days to the using agency and the Procurement Department who shall be the final arbiter in such matters.

4.2.5 In the event that the contractor receives an order for products, services or equipment (as applicable) 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.

4.2.6 Should services or equipment (as applicable) 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.

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4.2.7 For delivery of equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of equipment may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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

4.2.9 **Approval of Work**

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return to be at the sole expense of the Contractor.

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

4.2.11 **Invoices/Receipts**

4.2.11.1 Successful bidder(s) agrees not to invoice more than once per month per purchase order.

4.2.11.2 One invoice shall be submitted for labor (vendor should place an "L" [for labor] at the end of the invoice number submitted to the City); a separate invoice shall be submitted for parts (vendor should place a "P" at the end of the invoice number [for Parts]).

4.2.11.3 Invoices should be sent in triplicate to each ordering department.

4.2.11.3.1 One (1) original and two (2) copies of fully itemized invoices.

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4.2.11.4 All receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel.

- 4.3 **Prevailing Wage Provisions.** The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled Contractors: Labor-Management Relationships. It is also subject to all regulations and procedures adopted thereunder.
- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.
 - b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
 - c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
 - d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
 - e. All contractors and subcontractors performing city-work shall automatically file with

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the Labor Standards Unit of the MDO, a certified statement setting for the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.

- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.
- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.
- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation and holiday and vacation rights. All questions shall be referred to the Procurement Department (215) 686-4720/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE

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**CITY OF PHILADELPHIA
PREVAILING WAGE RATE SCHEDULE**

Boiler Repair

<u>Classification</u>	Basic Hourly Rate	Fringe Benefits
Boilermaker	38.81	22.26
Steamfitter: (service only)		
(a) Over 1,000,000 BTU'S	43.08	25.17
(b) Less than 1,000,000 BTU's	33.96	21.21

Welder – Rate for craft to which welding work is incidental.

Notes of Interest:

- (1) Prior to employing apprentices, the contractor is required to provide written evidence of employee's registration with a statewide training program recognized by the U.S. Bureau of Apprenticeship and Training (BAT). Contractors shall forward proper documentation for each bona fide apprentice to:

City of Philadelphia
Labor Standards Division
1401 J.F.K. Blvd 6th Floor
Philadelphia, PA 19102-1670
Telephone Number: (215) 686-3501
Fax Number: (215) 686-2116

- (2) Contractors are advised to contact the Philadelphia Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, & area working

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conditions.

Philadelphia Procurement Department
Municipal Services Building
1401 J.F.K. Blvd.-1st Floor
Philadelphia, PA 19102-1670
Telephone Numbers: (215) 686-4755 and (215) 686-4756
Fax Number: (215) 686-4727

4.4 **PRICE INCREASE OR DECREASE:**

Successful Bidder shall provide Boiler Service, Repair and Water Treatment shall provide Successful Bidder at the prices set forth in Section 5 for a period of twelve (12) months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to three (3) additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

Notice of price increases must be received, in writing, by the City at least sixty (60) days prior to the expiration of each contract period in order for price increase to be effective as of the first day of the renewal period. Price increase letter shall be sent to the Buyer in Room 120 Municipal Services Building, 1401 JFK Blvd., Philadelphia, PA 19102, referencing bid number, contract number, period and showing item(s) description and applicable pricing. Failure to notify the City within this sixty (60) day time frame shall result in the following:

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

or

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

For each renewal period the price increase and/or decrease shall be based upon the **percent (%) change** in the Index for All Urban Consumers – Philadelphia of the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for August to August of the **applicable year of the renewal**.

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

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NOTE: Price decreases may be forwarded to the Procurement Department buyer, in writing at any time during the contract period, to include any renewal period (s).

4.4.1 **Failure to notify the City within the time frame specified in 4.4 will result in a commensurate delay in implementing the price change.**

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

SECTION 5: PRICING

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

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

Bidder **MUST BID ON ALL ITEMS** to be eligible for an award

		ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED TOTAL
5.1	Water Treatment				
5.1.1	26031 005 000 00 Price per monthly services and water analysis				
		12	MO	\$_____	\$_____
5.1.2	26031 005 001 Cost per one thousand Gallons make-up/For Condenser water	45,000,000 GAL	Per 1,000 TH	\$_____	\$_____
5.1.3	26031 005 002 Cost per one thousand Gallons make-up/ For steam boilers	1,000,000 GAL	Per 1,000 TH	\$_____	\$_____

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5.1.4 **26031 005 003**
 Cost per one thousand
 Gallons make-up/ 1,000,000 Per 1,000
 Chilled water GAL TH \$_____ \$_____

**ESTIMATED
QUANTITY UNIT OF
MEASURE UNIT
PRICE EXTENDED
TOTAL**

5.2 Preventive Maintenance Service Program

5.2.1 **26031 005 004 00**
 Price per implementation,
 Application reporting and
 Inspection monthly and
 Annually 12 MO \$_____ \$_____

5.3 Repairs; State Labor rate for the following

5.3.1 **26031 004 000**
 Foreman: Monday-Friday
 7:30AM – 4:00PM 320 HR \$_____ \$_____

5.3.2 **26031 004 001**
 Foreman: Monday-Friday
 In excess of eight (8) hour
 workday and Saturday
 12:00 AM-12:00 AM 24 HR \$_____ \$_____

5.3.3 **26031 004 002 00**
 Foreman: Sunday
 12:00 AM – 12:00 AM
 and the following holidays:
 New Years, Memorial Day,
 July 4th, Labor Day,
 Thanksgiving, and Christmas. 8 HR \$_____ \$_____

5.3.4 **26031 004 003**
 Boilermaker: Monday –Friday
 7:30 AM – 4:00 PM 320 HR \$_____ \$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S0YL5100	PAGE OF 62 65
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5.3.5	26031 004 004 Boilermaker: Monday-Friday In excess of eight (8) hour workday and Saturday 12:00 AM – 12:00 AM	33	HR	\$ _____	\$ _____
		ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED TOTAL
5.3.6	26031 004 005-00 Boiler maker: Sunday 12:00 AM – 12:00 AM and the following holidays: New Years, Martin Luther King, President’s Day, Memorial Day, July 4 th , Labor Day, Columbus Day, Veteran’s Day, Thanksgiving and Christmas	15	HR	\$ _____	\$ _____
5.3.7	26031 004 006 Steamfitter, Monday – Friday 7:30 AM – 4:00 AM	262	HR	\$ _____	\$ _____
5.3.8	26031 004 007 Steamfitter, Monday – Friday In excess of eight (8) hour Workday and Saturday 12:00 AM – 12:00 AM	25	HR	\$ _____	\$ _____
5.3.9	26039 004 008 00 Steamfitter: Sunday 12:00 AM – 12:00 AM and the following holidays: New Years, Memorial Day, July 4 th , Labor Day, Thanksgiving and Christmas				

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S0YL5100	PAGE OF 63 65
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5 HR \$_____ \$_____

5.3.10 **26031 004 009**
Welder: Monday – Friday
7:30 AM – 4:00 AM

40 HR \$_____ \$_____
ESTIMATED UNIT OF UNIT EXTENDED
QUANTITY MEASURE PRICE TOTAL

5.3.11 **26031 004 010**
Welder: Monday – Friday
In excess of eight (8) hour
Workday and Saturday
12:00 AM – 12: 00 AM

15 HR \$_____ \$_____

5.3.12 **26031 004 011 00**
Welder: Sunday
12:00 AM – 12:00 AM
and the following holidays:
New Years, Memorial Day,
July 4th, Labor Day,
Thanksgiving and Christmas

8 HR \$_____ \$_____

5.3.13 **26031 004 012**
Boiler Service Technician
Monday –Friday
7:30 AM – 4:00 AM

200 HR \$_____ \$_____

5.3.14 **26031 004 013**
Boiler Service Technician
Welder: Monday – Friday
in excess of eight (8) hour
workday and Saturday
12:00 AM – 12: 00 AM

25 HR \$_____ \$_____

5.3.15 **26031 004 014 00**
Boiler Service Technician:
Sunday 12:00 AM – 12:00 AM
and the following holidays:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S0YL5100	PAGE OF 64 65
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New Years, Memorial Day,
July 4th, Labor Day,
Thanksgiving and Christmas

16 HR \$_____ \$_____

ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED TOTAL
-------------------------------	----------------------------	-----------------------	---------------------------

5.4 Parts to be used in the performance of this repair contract only

5.4.1 **26031 011**

Parts estimated expenditures \$60,000.00

**PARTS SHALL BE AT Vendor's
cost plus 5% MARK-UP
(TO BE SUPPORTED BY INVOICES)**

5.5 Rental of Boilers

5.5.1 **26031 004 018**

State Rate per day for
Rental of Portable Boilers 30 DA \$_____ \$_____

Extended Total Bid Amount \$_____

(Unit Price X Quantity for
all items plus estimated
expenditures for parts with
applicable discount factored in)

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



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
Tel. 215 686 6365**

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

BIDDERS GUIDELINES*

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

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

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

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



**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit**

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **\$10.00 fee, company check or money order only, no personal checks or cash, for each bid number requested.** Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

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

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

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

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

Mail Request To:

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

COMPANY CHECK OR MONEY ORDER ONLY



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2009 – June 30, 2010

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2009 to June 30, 2010**, complete the enclosed application and return it with a check for **\$120.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2009– 2010** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/09 to 6/30/10
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

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

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

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

6. LOCAL BIDDING PREFERENCE

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

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

EVALUATION AND AWARD

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

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

Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for, or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid is non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material to the Invitation and Bid 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 contract award.

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

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

responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

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

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the

Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

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

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

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

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

TAX MATTERS

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

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

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

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor"

shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

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

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

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

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

GENERAL INFORMATION

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

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

25. NONDISCRIMINATION.

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

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

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

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

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

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

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

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

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c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

29. PHILADELPHIA 21ST CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

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

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS**

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

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$25,000, 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)