

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

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

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

The Office of Economic Opportunity has approved the following projected ranges of participation for this Bid which serve as a guide in determining each bidder's responsibility:

MBE	10%	to	15%
	AND/OR		
WBE	2%	to	5%
DSBE	0%	to	0%

These ranges represent the percentage of MBE, WBE, DBE¹ and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses and through bidder's exercise of Best and Good Faith Efforts. Best and Good Faith Efforts are those efforts, the scope, intensity and appropriateness of which are taken to achieve meaningful and representative opportunities for participation by M/W/DSBEs. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to OEO are true and correct and is notified that the submission of false information by bidder is subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two years. Bidder also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this Bid, bidder fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

¹"DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency² and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.
2. No bidder that seeks to meet the participation range(s) for participation by entering into a subcontract with any M/W/DSBE participant shall be considered to meet the range(s) if the M/W/DSBE participant does not perform a commercially useful function ("CUF"). An M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the Bid Specification) which is worthy of the dollar amount of the M/W/DSBE Subcontract and the M/W/DSBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the work of the Subcontract with its own employees. For suppliers, an M/W/DSBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a bid by bid basis as informed by prevailing industry standards and the M/W/DSBE's NAIC codes. Participation that is not commercially useful will not be counted.
3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.
4. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:
 - The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
 - The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
 - The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
 - The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

²Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO. Applicant is strongly encouraged to search the Pennsylvania Unified Certification Program ("PaUCP") Directory which offers a robust listing of DBEs; the PaUCP Directory is found at www.paucp.com.

5. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A Bid responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Bidder on the contract, if awarded; where the Bid satisfies the M/W/DSBE participation ranges for that contract, the Bidder is rebuttably presumed not to have discriminated in its selection of contract participants.
2. Bidders must submit documentary evidence of MBEs, WBEs and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the Bid as nonresponsive, although the City, at its sole discretion, may allow Bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:
 - Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Bidders should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The bidder's listing of a commitment with an M/W/DSBE constitutes a representation that the Bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.
 - If the Bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.
3. If bidder does not fully meet each of the range(s) for participation established for this Bid, bidder must demonstrate that it exercised Best and Good Faith Efforts to achieve the M/W/DSBE participation ranges along with a written request, on its letterhead, for the reduction of part or all of the M/W/DSBE participation ranges ("Request For Reduction/Waiver"). Bidder, through the submission of documentary evidence must show that bidder took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges.

Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive; the City, at its sole discretion, may allow bidders to submit or amend their submission at any time prior to award which may result in revision to bidder's participation commitments. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.
- Provide list of all certification directories used to solicit participation for this Bid.
- Provide any additional evidence pertinent to Bidder's conduct relating to this Bid including sufficient evidence which demonstrates to the OEO that Bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Bidder's efforts to achieve participation within the ranges, Bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

The bidder's documentary evidence will be reviewed by the OEO to determine whether bidder exercised Best and Good Faith Efforts in response to the participation ranges.

Bidder's expressed desire to self-perform work with its own employees will not excuse bidder from exercising Best and Good Faith Efforts to include M/W/DSBEs in its bid and cannot be used as a basis for requesting a reduction or waiver of the participation ranges. OEO's review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.
- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the bidder's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the bid is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful bidder is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the work and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to, substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.
2. The Successful Bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the Successful Bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.
3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 03-12 or by reason of any contract resulting from the Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.
4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Procurement Commissioner the imposition of sanctions on the Bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Bidder's place of business and/or job site and obtain documents, such as quotations, and information from any Bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain a Bidder's responsiveness and responsibility.
2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The Successful Bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The Successful Bidder agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The successful applicant's compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- Debar successful bidder from bidding on and/or participating in any future contracts for a maximum period of three (3) years.
- Withhold from the contract payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall be collected and considered not as a penalty but as liquidated damages for the successful bidder's failure to comply with the contract.

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE participants.

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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: Boiler Service, Repair and Water Treatment

1.2 CONTRACT TERM: 05/01/2014 to 04/30/2015 ("Initial Term"), with an option to renew for up to two (2) additional one (1) year periods, plus one (1) ten (10) month option, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

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

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

1.3 CONTRACT TYPE: **REQUIREMENTS**

1.3.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract.

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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 only.

- 1.5 STATEMENT OF DIRECTION:

- 1.5.1 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 \$32,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program (July 1, 2013 to June 30, 2014) 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.

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1.6.2 **Bids Opening July 1, 2013 through June 30, 2014**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2013 - June 30, 2014** by submitting a check in the amount of **\$140.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

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

1.7 BID INFORMATION:

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

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

1.8 BID SUBMISSION:

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

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

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

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

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

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

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

Bidder's LBE Certification Number _____

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

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

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

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

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

1.8.8

BID PROCESSING FEE:

All bids submitted where the bid total is greater than \$32,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract".

1.8.9

When M-BE, W-BE or DS-BE ranges are required on 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 03-12".

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

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1.8.10 CONTACT PERSON:

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (____) _____ Ext.: _____

Fax No. (____) _____

E-mail address _____

Vendor's WEB address _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (____) _____ Ext.: _____

Fax No. (____) _____

E-mail address _____

Vendor's WEB address _____

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1.8.11 BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by calling (215) 686-4720 or 4721, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. Questions, whether written, phoned or faxed should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. Exceptions taken **DO NOT** obligate the City to change the specifications.

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

1.9 BIDDER QUALIFICATION:

- 1.9.1 The bidder 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 which results from this Invitation and Bid (to include any/all renewal period(s)).
- 1.9.2 Any subcontractor used by the successful bidder to service and/or repair boilers must also be a National Boiler Inspection Code (NBIC) R Stamp Holder. In accordance with section 2.2.5.1 below, the successful bidder shall submit copies of its subcontractor's current certificates to the Division of Aviation. Subcontractor's R Stamp certificates must be kept current during the period of their performance.
- 1.9.3 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 demonstrates 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.

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SECTION 1:

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

Firm Name: _____

Contact Name: _____

Phone No.: _____

Type Work: _____

Years dealing w/your firm: _____

SECTION 2:

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

Dept. Name: _____

Contact Name: _____

Phone No.: _____

PO#/Contract#: _____

Items: _____

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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. S4YL4800

(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: _____

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SECTION 2: SPECIFICATIONS

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 contractor's 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 7:30 AM - 4:00 PM, 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)

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 paragraph 4.2.4.1 below.

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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 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.

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2.2.5.4 The bidder's field service staff is 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 manufacturer (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 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 paragraph 2.3
- Laboratory Analysis per paragraph 2.4.3
- Chemical Treatment and controls per paragraph 2.4.4

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- 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.
- 2.2.8.9 Any glycol lost by contractor's 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	<u>BOILERS LOCATIONS</u>	<u>MODEL/TYPE</u>
2.2.9.1	Central Utility Plant #1 Shipley 700 hp Boilers	3 York SPL-700-s AH-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 3-1ps HP Hot Water Boilers

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BOILERS LOCATIONS

MODEL/TYPE

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 LOCATIONS

MODEL/TYPE

2.2.10.1	Central Utility Building AHU-1 AHU-2 AHU-3	York CS-113-FO-FCLP York CS-113-FO-FCLP York CS-113-FO-FCLP
2.2.10.2	Mechanical Room #1B/C AHU-9	Dunham Bush VCS 21
2.2.10.3	Mechanical Room #2B/C AHU-2 AHU-4 AHU-3	Centralaire, HC215 Centralaire, HC211 Centralaire, 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 #6B/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 Centralaire, HC126 Centralaire, HC316 Centralaire, HC110 Centralaire, HC219 Centralaire, HC210

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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 AHU-15 AHU-15A AHU-18 AHU-19AHU-17 AHU-24 AHU-25 AHU-26A AHU-27 B/C AHU-28 AHU-29 AHU-30 BC	Airtherme HC-118 Airtherme HC-215 Centralaire HC213 Chrysler AV08 Centralaire HC216 Chrysler Airtemp AV11 Centralaire HC111 DUNHAM BUSH # HCS-21 Chrysler Airtemp AV06 Chrysler AV11 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

2.2.11

CONDENSATE RETURN PUMPS

2.2.11.1	Mechanical #2	Aurora Duplex 1.5 hp
2.2.11.2	Mechanical #5	Hoffman TC 502 HC
	Mechanical #13	Aurora Duplex 1.5 hp General Electric
2.2.11.3	Mechanical #14	Federal Duplex 1 hp

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2.2.11.4 Tunnels B,C,D,M 4-Alyan Duplex 1 hp

2.2.11.5 CUB Hoffman Duplex 1 hp

2.2.12 **AIR COMPRESSORS**

2.2.12.1 Central Plant 2 Ingersoll Rand
5"ESV
1 Curtis Compressor
P120-250T

2.2.12.2 Quad Building 1-Ingersoll Rand
Duplex

2.2.12.3 Central Plant #2 1-Ingersoll Rand
Duplex

2.2.13.4 Central Plant #3 1-Quincy Duplex
1-Ingersoll Rand Duplex

2.2.13 **DOMESTIC HOT WATER SYSTEMS**

2.2.13.1 Central Plant 2 Patterson Kelly 600
Electric
2 Patterson Kelly 500 Steam

2.2.13.2 Main Terminals 3 Bradford White 150 gal.
6 AO Smith BC-420 Gas
2 Patterson Kelly 500 Steam

2.2.14 **CENTRAL PLANT #1 -EQUIPMENT**

3-York Shipley 596 series 700 HP Boiler
(low Pressure steam)
York Shipley Condensate Tank
3-Grundfos Condensate Pumps
York Shipley Deaerator
3-Grundfos Feed Water Pumps
Automatic Water Softeners
6-Chemical charging stations
16-chemical pumps
3-oil storage tanks and oil pumps
4-TDS controllers
Steam Flow Recorders
Allis Chalmers Fire Pump 3000gpm
1-domestic water jockey pumps 25HP.

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2.2.15

CENTRAL PLANT # 2

2- 750 HP Cleaver Brooks Hot Water Boilers
 1- 500 HP Cleaver Brooks hot water boiler
 2- Oil storage tanks and 2-oil pump units
 Oil tank level control system
 1- Chemical treatment station
 1- Chemical feed pump

2.2.16

CENTRAL PLANT # 3

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
08	3600	CW	Double Section	200	STP
09	1800	Hot Water	Double Section	200	STP

Pump #	GPM	Duty	Type	HP	Location
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

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Pump #	GPM	Duty	Type	HP	Location
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

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Pump #	GPM	Duty	Type	HP	Location
09	2040 Water	Chilled	Horizontal	125	CUB
10	2040 Water	Chilled	Horizontal	125	CUB
11	2040 Water	Chilled	Horizontal	125	CUB
12	2040 Water	Chilled	Vertical	125	CUB
13	2040 Water	Chilled	Vertical	125	CUB
14	2400 Chilled	Sec.	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 case	15	MR-13
P-6	400	Ch. H 30% A/F	Hor/split case	15	MR-13
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

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Pump #	GPM	Duty	Type	HP	Location
P-1	900	Ch.W	Hor/split	40	Tunnel B 30% A/F
P-2	900	Ch. W	Hor/split	40	Tunnel B 30% A/F
P-3	575	H.W.	End Suction	25	Tunnel B 30% A/F
P-4	575	H.W.	End Suction	25	Tunnel B 30% A/F
P-1	900	Ch. W.	Hor/split case	40	Tunnel C 30% A/F
P-2	900	Ch. W.	Hor/split case	40	Tunnel C 30% A/F
P-3	575	H.W.	End Suction	30	Tunnel C 30% A/F
P-4	575	H.W.	End Suction	30	Tunnel C 30% A/F
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
P-3	3600	CHW	Hor/split case	75	Terminal One
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

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Pump #	GPM	Duty	Type	HP	Location
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	3600	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	3600	Primary Chilled Water	Horizontal Split Case	75	A-West Thermal Plant
P-4	3600	Secondary Chilled Water	Horizontal Split Case	250	A-West Thermal Plant
P-5	3600	Secondary Chilled Water	Horizontal Split Case	250	A-West Thermal Plant
P-6	3600	Secondary Chilled Water	Horizontal Split Case	250	A-West Thermal Plant
P-7	4500	Condenser Chilled Water	Horizontal Split Case	125	A-West Thermal Plant
P-8	4500	Condenser Chilled Water	Horizontal Split Case	125	A-West Thermal Plant
P-9	4500	Primary Hot Water	Horizontal Split Case	40	A-West Thermal Plant
P-10	1675	Primary Hot Water	Horizontal Split Case	40	A-West Thermal Plant
P-11	1675	Primary Hot Water	Horizontal Split Case	40	A-West Thermal Plant

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Pump #	GPM	Duty	Type	HP	Location
P-12	1675	Primary Hot Water	Horizontal Split Case	40	A-West Thermal Plant
P-13	1675	Secondary Hot Water	Horizontal Split Case	125	A-West Thermal Plant
P-14	1675	Secondary Hot Water	Horizontal Split Case	125	A-West Thermal Plant
P-1518	Fuel	Oil	Rotary	2	A-West Thermal Plant
P-16	18	Fuel Oil	ROTARY	2	A-West Thermal Plant
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

Pump #	GPM	Duty	Type	HP	Location
5	3600	Chill Return	Horizontal	75	Cub #1
6	300	CHWR	Vertical	75	Cub #1
7	3600	CHWR	Vertical	100	Cub #1

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Pump #	GPM	Duty	Type	HP	Location
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
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

2.2.18

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).

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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 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, contractor's 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 the water testing laboratory facility. The laboratory shall be professionally staffed with at least one degreed 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 A West Utilities Building Hot Water Boiler System, Condenser Water System, Chilled Water System

2.3.1.3 Facilities Maintenance Hot Water System, Firehouse Hot Water System

2.3.1.4 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.

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.

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- 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 in 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 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, paragraph 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.

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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**

One 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.

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.

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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 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.

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.

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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.

- 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 a 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 system 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 Gluteraldehyde.
- 2.4.5.7 Once per week, between 10 AM and 3 PM, facility staff will operate all condensers to ensure stagnation and microbiological problems in off-line systems do not occur. The vendor will program an automated biocide application to occur during this period.

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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 Heterotrophic Bacteria counts are to be maintained below 10,000 Colonies Per Milliliter; no visible algae and slime; Legionella Bacteria at less than 1 CFU; Mild Steel corrosion rate < 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 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 Heterotrophic 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**

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.

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- 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.
- 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.

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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 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 WATER SYSTEM.

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**.

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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 manufacturer specification
- D. Flue gas analysis - test over entire firing range
- E. Comparing readings with previous months.
- F. 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.
- G. Check and clean burner/pilot assembly as needed.
- H. Inspect and test all condensate return pumps, tank assemblies and Electric operation.
- I. Blowout the strainers of steam and condensate lines.
- J. Inspect all valve and accessories for operation and leaks. Replace as required.
- K. 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.

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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 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

Maintenance shall be performed on an annual basis 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 paragraphs 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.

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- 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.
- 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 all preheated 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 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 gall 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.

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- 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 starter's ad 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 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 the amount of less than two hundred fifty (\$250.00) dollars, the DOA 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.

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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.

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 months

2.8.1.2 **26031-005-001**

COSTS FOR ONE THOUSAND GALLONS MAKE-UP FOR CONDENSER WATER; PHILADELPHIA INTERNATIONAL & N.E. AIRPORTS.
Estimated quantity - 202,500 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 - 2,500 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- 3,000 Gallons

2.8.2 Preventive Maintenance

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

Price for Implementation, application, Reporting and Inspection Monthly and Annually
Estimated quantity-12 MO

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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 64 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,
Easter, Martin Luther King, Veteran's Day,
Columbus Day, President's Day, Memorial Day,
July 4th, Labor Day, Thanksgiving, Christmas.

Estimated number of hours - period 24 HR

2.8.3.2 **26031-004-003**

Boilermaker. Labor rate per hour.
Monday-Friday, 7:30AM - 4:00PM
Estimated number of hours - 64 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 - 24 HR

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

Boilermaker. Labor per hour. Sunday, 12:00AM-
12:00AM and the following holidays: New Year's,
Easter, Martin Luther King, Veteran's Day,
Columbus Day, President's Day, Memorial Day,
July 4th, Labor Day, Thanksgiving, Christmas.

Estimated number of hours -period 24 HR

2.8.3.3 **26031-004-006**

Steamfitter. Labor rate per hour. Monday - Friday,
7:30AM - 4:00PM
Estimated number of hours - 600 HR

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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 - 24 HR

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

Steamfitter. Sunday, 12:00AM-12:00AM and the following holidays: New Year's, Easter, Martin Luther King, Veteran's Day, Columbus Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

Estimated number of hours - 60 HR

2.8.3.4 **26031-004-009**

Welder. Labor rate per hour.
Monday- Friday, 7:30AM - 4:00PM
Estimated number of hours - 48 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 - 24 HR

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

Welder. Sunday, 12:00AM-12:00AM and the following holidays: New Year's, Easter, Martin Luther King, Veteran's Day, Columbus Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
Estimated number of hours - 24 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 - 36 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 - 24 HR

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

Boiler Service Technician. Sunday, 12:00AM-12:00AM and the following holidays: New Year's, Easter, Martin Luther King, Veteran's Day, Columbus Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas

Estimated number of hours - period 24 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 factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

Estimated Expenditures\$100,000.00

2.8.5 **26031-004-018**

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

Estimated number of days for the initial contract period - 14 days

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

Bidders shall submit a price for each item listed in Section 5. Prices shall be firm for the Initial Term of the Contract.

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:

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

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

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

3.2 AWARD

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

3.2.2 In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the LBE will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If any section of the bid is awarded by line item, the local bid preference will not apply to that section.

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

3.2.3 Performance Security

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

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$32,000.01. All awards at the \$32,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

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

3.2.4 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 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.

3.2.5 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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order against Contracts

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

4.1.4 **ADD-ONS:**

The City reserves the right to add, delete and/or acquire products/services that the vendor can supply that is 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.

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4.2 VENDOR RESPONSIBILITY

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

4.2.2 Contractor may deliver only products, services or equipment 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 products, services or equipment 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
- Failure to supply qualified personnel

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

4.2.7 For delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product 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.

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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.

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

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

4.2.12 Payments to OEO Subcontractors

The below paragraph applies to all Invitation and Bids (I & B) containing OEO Participation Requirements:

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors.

In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to provide proof of said payments upon any request by the City. Failure to comply with the City's payment reporting process may be considered an Event of Default.

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- 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 there under.
- 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 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.

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- 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.

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SEE ATTACHED APPLICABLE WAGE SCHEDULE

**CITY OF PHILADELPHIA
PREVAILING WAGE RATE SCHEDULE**

Boiler Repair

<u>Classification</u>	Basic Hourly Rate	Fringe Benefits
Boilermaker	25.79	17.95
Steamfitter: (service only)		
(a) Over 1,000,000 BTU'S	48.13	28.00
(b) Less than 1,000,000 BTU's	37.33	24.09

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 1st Floor, Room 170-C
Philadelphia, PA 19102-1670
Telephone Number: (215) 686-2132
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 conditions.

Philadelphia Procurement Department
Municipal Services Building
1401 J.F.K. Blvd.-1st Floor
Philadelphia, PA 19102-1670
Telephone Numbers: (215) 686-4720/21
Fax Number: (215) 686-4767

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4.4 PRICE INCREASE OR DECREASE:

Awarded bidder shall provide boiler service, repair and water treatment 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 two (2) additional one (1) year period(s) plus one (1) ten (10) month option. 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 (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for December 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.

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.**

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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	202,500	Per 1,000 TH	\$ _____	\$ _____
5.1.3	26031 005 002 Cost per one thousand Gallons make-up/ For steam boilers	2,500	Per 1,000 TH	\$ _____	\$ _____
5.1.4	26031 005 003 Cost per one thousand Gallons make-up/ Chilled water	3,000	Per 1,000 TH	\$ _____	\$ _____
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	\$ _____	\$ _____

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		ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED TOTAL
5.3	Repairs; State Labor rate for the following				
5.3.1	26031 004 000 Foreman: Monday-Friday 7:30AM - 4:00PM	64	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, Martin Luther King, Easter, Memorial Day, Veteran's Day, July 4 th , Labor Day, President's Day, Columbus Day, Thanksgiving and Christmas	24	HR	\$ _____	\$ _____
5.3.4	26031 004 003 Boilermaker: Monday -Friday 7:30 AM - 4:00 PM	64	HR	\$ _____	\$ _____
5.3.5	26031 004 004 Boilermaker: Monday-Friday In excess of eight (8) hour workday and Saturday 12:00 AM - 12:00 AM	24	HR	\$ _____	\$ _____

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	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, Easter, Memorial Day, Veteran's Day, July 4 th , Labor Day, President's Day, Columbus Day, Thanksgiving and Christmas	24	HR	\$ _____	\$ _____
5.3.7	26031 004 006 Steamfitter, Monday - Friday 7:30 AM - 4:00 AM	600	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	24	HR	\$ _____	\$ _____
5.3.9	26039 004 008 00 Steamfitter: Sunday 12:00 AM - 12:00 AM and the following holidays: New Years, Martin Luther King, Easter, Memorial Day, Veteran's Day, July 4 th , Labor Day, President's Day, Columbus Day, Thanksgiving and Christmas	60	HR	\$ _____	\$ _____
5.3.10	26031 004 009 Welder: Monday - Friday 7:30 AM - 4:00 AM	48	HR	\$ _____	\$ _____

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	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED 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	24	HR	\$ _____ \$ _____
5.3.12	26031 004 011 00 Welder: Sunday 12:00 AM - 12:00 AM and the following holidays: New Years, Martin Luther King, Easter, Memorial Day, Veteran's Day, July 4 th , Labor Day, President's Day, Columbus Day, Thanksgiving and Christmas	24	HR	\$ _____ \$ _____
5.3.13	26031 004 012 Boiler Service Technician Monday -Friday 7:30 AM - 4:00 AM	36	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	24	HR	\$ _____ \$ _____
5.3.15	26031 004 014 00 Boiler Service Technician: Sunday 12:00 AM - 12:00 AM and the following holidays: New Years, Martin Luther King, Easter, Memorial Day, Veteran's Day, July 4 th , Labor Day, President's Day, Columbus Day, Thanksgiving and Christmas	24	HR	\$ _____ \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S4YL4800	PAGE OF 56 56
	FIRM NAME (Must be filled in)		

	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		\$100,000.00	
	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			
	14	DA	\$ _____	\$ _____
	Extended Total Bid Amount (Unit Price X Quantity for all items plus estimated expenditures for parts with applicable mark up 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 Procurement Customer Service 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
Te. 215 686 6365**

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

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 states as the Bid opening. **INDICATE BID NUMBER AND OPENING DATE ON ENVELOPE.**
- Note the City Anti-Discrimination Policy. If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- 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 the bid.



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

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

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the 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: _____

Email 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.

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

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, 2013 – June 30, 2014

(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, 2013 to June 30, 2014**, complete the enclosed application and return it with a check for **\$140.00**. 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**" 2013 – 2014 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: _____

E Mail Address: _____

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

A. Check payable to the City of Philadelphia in the amount of \$140.00 for 7/1/13 to 6/30/14
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
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 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
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder 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.

*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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the Contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$32,000. If the amount of the contract to be awarded is greater than \$32,000 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

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

any governmental department, board, agency and commission.

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

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

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

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

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

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

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

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

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a

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result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

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

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

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

22. TAX INDEBTEDNESS. The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been

developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

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

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

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach 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

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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 Income and Receipts Tax
- b. Net Profits Tax
- c. City Wage Tax

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable federal, state or local law or regulation. **Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 31 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

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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.

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 Managing Director's Office (MDO) may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

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

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

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employment benefits to the spouses of married employees.

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

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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 \$32,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)