

BID OPENING DATE AND TIME**On: APRIL 11, 2007****AT: 10:30 A.M.**

BID NO. S7D02900	PAGE 1 OF 76	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	NAME AND ADDRESS OF FIRM
DEPARTMENT VARIOUS	DIVISION VARIOUS		Federal EIN/Social Security Number
AWARDED	DATE		BUYER D. YONKE J. MANTON
FOR THE PROCUREMENT COMMISSIONER			

TITLE OF BID: OVERHAUL & MAINTENANCE OF HVAC AT 51 LIBRARY BRANCHES**GENERAL INFORMATION**

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

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

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

BID QUESTIONS

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

BID SECURITY

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

BID SIGNATURE

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

For City Use Only

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

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)

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

Disadvantaged Minority (M-BE), Women (W-BE), and Disabled (DS-BE) Owned Business Enterprises¹

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

¹ M-BE/W-BE/DS-BES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 2 76
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: OVERHAUL & MAINTENANCE of HVAC at 51 LIBRARY BRANCHES**

1.2 **SCHEDULE NO: 3277**

1.3 **CONTRACT TERM: 05/01/2007 to 04/30/2008** (“Initial Term”), with an option to renew for up to **THREE (3)** additional **ONE (1)** year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 3 76
		FIRM NAME (Must be filled in)	

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

1.5 **METHODOLOGY OF ACQUISITION: PURCHASE** only.

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **OVERHAUL & MAINTENANCE of HVAC at 51 LIBRARY BRANCHES** for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

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

All bids submitted with a total greater than \$25,000.00 must be accompanied by the proper Bid Security.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 4 76
		FIRM NAME (Must be filled in)	

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Year 2007 (July 1, 2006 to June 30, 2008) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 8 of "Terms and Conditions of Bidding and Contract").

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

1.7.3 **Bids Opening July 1, 2006 through June 30, 2008**

Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2006 - June 30, 2008)** by submitting a check in the amount of **\$175.00** made payable to the City of Philadelphia. The check must be submitted, under separate cover, to the Bid Unit Supervisor. The check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order 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 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.

1.7.4 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 8 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.8 **BID INFORMATION:**

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 5 76
		FIRM NAME (Must be filled in)	

1.9 BID SUBMISSION:

- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$25,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 17 of the "Terms and Conditions of Bidding and Contract."
- 1.9.7 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. **In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified at the time of the bid opening and should submit with their bid the Local Business Entity Certification number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.**

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 6 76
		FIRM NAME (Must be filled in)	

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

LBE Certification Number(s)_____

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

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

OR

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

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

- 1.9.9 **BID QUESTIONS OR PROBLEMS**
In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department’s Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 7 76
		FIRM NAME (Must be filled in)	

Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 8 76
		FIRM NAME (Must be filled in)	

1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 9 76
		FIRM NAME (Must be filled in)	

1.10 BIDDER QUALIFICATION:

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 10 76
		FIRM NAME (Must be filled in)	

SECTION 1:

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

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

SECTION 2:

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 11 76
		FIRM NAME (Must be filled in)	

1.11 **SITE INSPECTION:**

If bidder(s) wishes to inspect the sites listed in this Invitation and Bid in order to familiarize himself/herself with the conditions of the locations covered by this Invitation and Bid, they should contact Mitch Partovi Building Superintendent, the Free Library of Philadelphia at 215-686-5380 to make arrangements to visit the sites.

- 1.11.1 Each prospective bidder shall himself/herself examine in detail the sites of the work to be done and become thoroughly familiar with all conditions affecting the work of this Contract. If desired, the prospective Bidder shall take his/her own measurements for which he/she will be held responsible.
- 1.11.2 The acceptance of any bid shall presuppose the bidder's entire familiarity with conditions and NO extra costs, etc. will be allowed due to the bidder having failed to visit the site and noting the conditions affecting the work. The bid shall be prepared with due regard to the provisions of the contract documents and to the conditions existing or to be anticipated at the site of work.

1.12 Familiarization with HVAC Systems and Equipment

- 1.12.1 Each bidder shall take diligent and prudent steps to familiarize himself/herself with the scope, condition, location and extent of the existing HVAC systems and equipment as listed and described in these specifications; and shall include any and all conditions which may affect his/her operations and Bid Pricing.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 12 76
		FIRM NAME (Must be filled in)	

1.13 NON-MANDATORY SITE VISITS

BID NO. S7D0290-0

Vendor shall contract the Free Library's Buildings Maintenance Department to make arrangements to visits the sites for inspections.

Locations and telephone numbers for the 51 branches are provided below.

<u>BRANCH</u>	<u>ADDRESS & PHONE</u>
<u>Andorra</u>	705 E. Cathedral Rd. Phila. PA 19128 215-685-2552
<u>Blanche A. Nixon/ Cobbs Creek</u>	5800 Cobbs Creek Pkwy. Phila. PA 19143 215-685-1973
<u>Bushrod</u>	6304 Castor Avenue Phila. PA 19149 215-685-1471
<u>Bustleton</u>	10199 Bustleton Ave. Phila. PA 19116 215-685-0472
<u>Cecil B. Moore</u>	2320 W. C. B. Moore Ave. Phila. PA 19121 215-685-2766
<u>Charles Santore</u>	932 S. 7th Street Phila. PA 19147 686-1766
<u>Charles Durham</u>	3320 Haverford Ave. Phila. PA 19104 215-685-7436
<u>Chestnut Hill</u>	8711 Germantown Ave. Phila. PA 19118 215-685-9290

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 13 76
		FIRM NAME (Must be filled in)	

<u>BRANCH</u>	<u>ADDRESS & PHONE</u>
<u>Eastwick</u>	2851 Island Avenue Phila. PA 19153 215-685-4170
<u>Falls of Schuylkill</u>	3501 Midvale Ave. Phila. PA 19129 215-685-2093
<u>Fishtown Community</u>	1217 E. Montgomery Ave. Phila. PA 19125 215-685-9990
<u>Fox Chase</u>	501 Rhawn Street Phila. PA 19111 215-685-0547
<u>Frankford</u>	4634 Frankford Ave. Phila. PA 19124 215-685-1473
<u>Fumo Family Branch</u>	2437 S. Broad St. Phila. PA 19148 215-685-1758
<u>Greater Olney</u>	5501 N. 5th Street Phila. PA 19120 215-685-2845
<u>Haddington</u>	446 N. 65th Street Phila. PA 19151 215-685-1970
<u>Haverford Ave.</u>	5543 Haverford Ave. Phila. PA 19139 215-685-1964
<u>Holmesburg</u>	7810 Frankford Ave. Phila. PA 19136 215-685-8756

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 14 76
		FIRM NAME (Must be filled in)	

<u>BRANCH</u>	<u>ADDRESS & PHONE</u>
<u>Katharine Drexel</u>	11099 Knights Road Phila. PA 19154 215-685-9383
<u>Kensington</u>	104 W. Dauphin St. Phila. PA 19133 215-685-9996
<u>Kingsessing</u>	1201 S. 51st Street Phila. PA 19143 215-685-2690
<u>Lawncrest</u>	6098 Rising Sun Ave. Phila. PA 19111 215-685-0549
<u>Lehigh Avenue</u>	601 W. Lehigh Ave. Phila. PA 19133 215-685-9794
<u>Logan Branch</u>	1333 Wagner Ave. Phila. PA 19141 215-685-9156
<u>Lovett Memorial</u>	6945 Germantown Ave. Phila. PA 19119 215-685-2095
<u>McPherson Square</u>	601 E. Indiana Ave. Phila. PA 19134 215-685-9995
<u>Nicetown-Tioga</u>	3720 N. Broad Street Phila. PA 19140 215-685-9790
<u>Oak Lane</u>	6614 N. 12th Street Phila. PA 19126 215-685-2848

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 15 76
		FIRM NAME (Must be filled in)	

<u>BRANCH</u>	<u>ADDRESS & PHONE</u>
<u>Ogontz</u>	6017 Ogontz Ave. Phila. PA 19141 215-685-3566
<u>Overbrook Park</u>	7422 Haverford Ave. Phila. PA 19151 215-685-0182
<u>Paschalville</u>	6942 Woodland Ave. Phila. PA 19142 215-685-2662
<u>Thomas F. Donatucci, Sr</u>	1935 Shunk Street Phila. PA 19145 215-685-1755
<u>Phila. City Institute</u>	1905 Locust Street Phila. PA 19103 215-685-6621
<u>Queen Memorial</u>	1201 S. 23rd Street Phila. PA 19146 215-685-1899
<u>Richmond</u>	2987 Almond St. Phila. PA 19134 215-685-9992
<u>Ramonita G. de Rodriguez 6th St. & Girard Ave.</u>	600 W. Girard Ave. Phila. PA 19123 686-1768
<u>Roxborough</u>	6245 Ridge Avenue Phila. PA 19128 215-685-2550

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 16 76
	FIRM NAME (Must be filled in)		

<u>BRANCH</u>	<u>ADDRESS & PHONE</u>
<u>South Phila.</u>	1700 S. Broad Street Phila. PA 19145 215-685-1866
<u>Tacony</u>	6742 Torresdale Ave. Phila. PA 19135 215-685-8755
<u>Torresdale</u>	3079 Holme Avenue Phila. PA 19136 215-685-0494
<u>Wadsworth Ave.</u>	1500 Wadsworth Ave. Phila. PA 19150 215-685-9293
<u>Walnut Street West</u>	3927 Walnut Street Phila. PA 19104 215-685-7671
<u>Welsh Road</u>	9233 Roosevelt Blvd. Phila. PA 19114 215-685-0498
<u>West Oak Lane</u>	2000 Washington Lane Phila. PA 19138 215-685-2843
<u>Whitman</u>	200 Snyder Avenue Phila. PA 19148 215-685-1754
<u>Widener</u>	2808 W. Lehigh Avenue Phila. PA 19132
<u>Wynnefield</u>	5325 Overbrook Avenue Phila. PA 19131 215-685-0298

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 17 76
		FIRM NAME (Must be filled in)	

BRANCH

ADDRESS & PHONE

Wyoming

**231 E. Wyoming Avenue
Phila. PA 19120
215-685-9158**

REGIONALS

Northeast Regional

**2228 Cottman Avenue
Phila. PA 19149
215-685-0501 Phila. PA 19145**

**Joseph E. Coleman
Northwest Regional**

**68 W. Chelten Avenue
Phila. PA 19144
215-685-2155**

**Lucien E. Blackwell
West Phila. Regional**

**125 S. 52nd Street
Phila. PA 19139
215-685-7429**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 18 76
		FIRM NAME (Must be filled in)	

SECTION 2: SPECIFICATIONS

2.1 PROJECT DESCRIPTION

2.1.1 The Free Library has 51 heated and air-conditioned branches. This contract details the requirements for an independent vendor to provide start-up and shut-down service, inspection, preventive maintenance, "Conditional" repair and replacement service to the Free Library Branches.

2.2 INTENT

2.2.1 This contract is intended to provide a Maintenance, Service and Repair contract sufficient to provide the following:

2.2.1.1 Branch Libraries will call the Free Library Building Department with requests for Emergency Service during the cooling season. The Buildings Department will telephone the vendor who will dispatch service personnel. Within FOUR HOURS service personnel will have arrived at the Branch Library.

2.2.1.2 Common and routine repairs such as adjustments, replacing belts, repairing controls etc. will be completed on the first visit and costs will be included in the monthly price.

2.2.1.3 Major repairs will be completed in accordance with schedules agreed upon before work begins. Payment will be as detailed in section "Extra Payment Items", paragraph

2.2.1.4 The vendor will make preventive maintenance and scheduled maintenance service as required in these specifications.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 19 76
		FIRM NAME (Must be filled in)	

- 2.2.1.5 Depending on this system during the winter or summer the vendor will schedule major maintenance jobs which require system shutdown. During the off season documented troublesome branch air-conditioning/heating systems will be scheduled for repair by the vendor.
- 2.2.1.6 All of the above items should be provided to the Free Library with a minimum of problems due to slow service, improper service or no service. This contract should remove the responsibility for the day to day functioning of the Branch Library HVAC Systems from the Buildings Department.

2.3 INITIAL CONDITIONS REPORT

Within thirty (30) days after successful bidder's receipt of notice to proceed, the contractor shall submit a detailed, itemized list of material and labor which he/she estimates is required to restore any inoperable HVAC component, equipment or system to proper, reliable operation, capable of performing in compliance with its initial mission and intended use.

The listing of equipment and tasks shall be presented to Mitch Partovi, Building Maintenance in an "Initial Conditions Report" with itemized costs. The "Initial Conditions Report" shall be in addition to all reports, resulting from site visits.

The City reserves the right to authorize all, part of, or none of any recommended repairs listed in the "Initial Conditions Report," under this contract using the changed conditions and terms of this contract. The City reserves the right to make any repairs listed in the "Initial Conditions Report" under separate contracts.

2.4 SCOPE OF WORK

- 2.4.1 The work to be performed by the vendor under this specification shall consist of the hereinafter specified inspection calls and maintenance services, beginning on the date of the "Notice to Proceed Letter" and ending on the last date of this contract (to include any contract extension). The work items required under this specification shall include the items listed below or elsewhere in this Invitation and Bid. Work items or materials not specifically mentioned, but required to fulfill the **"scope of work or the intent"** of this contract, shall be performed or supplied as if itemized in detail within this specification. The minimum requirements include, but are not limited to the following:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 20 76
		FIRM NAME (Must be filled in)	

scheduled inspections, monthly maintenance, repair and performance of the items which are detailed under “Specific HVAC System Requirements”, paragraphs 2.18 through 2.32.

2.5 EXPERIENCE REQUIREMENTS

2.5.1 Proof will be required of each bidder that he has satisfactorily maintained for a period of at least five years, equipment of the type and character covered by the Invitation to Bid. The experience shall include the complete responsibility for HVAC systems of similar size and complexity. The vendor shall have in his direct employment the necessary organization and proper facilities located within a reasonable distance from the site to properly fulfill all the services required.

Successful vendor must employ on the job only skilled, competent and trained technicians and must provide evidence that technicians have a thorough working knowledge of the engineering data, wiring layouts and materials of the specific equipment covered by the Invitation to Bid, to properly fulfill the requirements of this specification. These technicians shall be under the supervision of a qualified engineer who is a full time employee, partner or official in the bidder's organization. The technicians shall be trained, certified and skilled in the maintenance and operation of the machinery and equipment under this contract.

2.5.2 The vendor must submit with his bid the following:

1. A list of contracts performed during the past five years of the type and scope of this bid.
2. A list of key employees and their qualifications.
3. List all sub-contractors to be used under this contract. Any changes in sub-contracting during the life of this contract must have the prior approval of the Free Library Buildings

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 21 76
		FIRM NAME (Must be filled in)	

2.6 LAWS, PERMITS AND REGULATIONS

- 2.6.1 Vendor shall conform to all the "American National Standard Safety Code" requirements for maintenance and inspection. Vendor must comply with the regulations set down by U.S. Environment Protection Agency, Department of The Commonwealth of Pennsylvania, Department of Labor and Industry regarding Cooling Towers, Emergency Generators, Exhaust Systems, Water Treatment, Air Compressors, Building Fire and Security System, Steam Equipment and all pertinent HVAC equipment and controls.
- 2.6.2 All materials furnished and all work installed shall comply with the rules and recommendations of the NFPA, the National Electrical Code, the Philadelphia Plumbing Code, the ASHRAE Guide Standards and Codes, the American Standard Safety Codes for Mechanical Refrigeration, the Equipment Standards of the ACRMA and other applicable codes, with all requirements of local utility companies, with the recommendations of the Fire Insurance Organization having jurisdiction and with the requirements of all Governmental Departments having jurisdiction.

2.7 MAINTENANCE OF TELEPHONE SERVICE

- 2.7.1 The successful bidder shall maintain a continuous telephone service in the 215, 610 or 609 area codes where a contact person can be reached twenty-four hours a day, seven days a week, Sundays and holidays included and shall list the names of two persons to contact for emergency service. The successful bidder's use of an answering service or machine which can not dispatch repair personnel will not be permitted.

Emergency contact #1: Name: _____ Telephone: _____

Emergency contact #2: Name: _____ Telephone: _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 22 76
		FIRM NAME (Must be filled in)	

2.8 RECORDS AND REPORTING

- 2.8.1 The vendor's representative shall report to the respective branch head or his designated representative when arriving for scheduled and/or emergency calls. A written service report shall be forwarded to Mitch Partovi, Building Maintenance, Central Library at the completion of each service visit. Service reports shall give the nature of the problem, problems encountered, means of repair, materials used, final operating condition, starting time, completion time, hours worked and each service report shall be signed by the Branch Head or a representative.
- 2.8.2 Vendor shall provide and keep current a suitable chart posted in the mechanical room of each branch library on which entries shall be made to indicate the status of all servicing and maintenance work performed, and the time in man-hours. The vendor shall also submit a written monthly report to the Building Manager indicating all work performed at each branch location. The report shall catalog the work as maintenance, repairs, replacements or emergency call backs.

2.9 INSPECTION AND TESTS BY THE CITY

- 2.9.1 The City reserves the right to make such inspections and tests as and when deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the City may immediately demand that the vendor place the equipment in condition to meet with these requirements.
- 2.9.2 If the vendor fails to comply with such demands, within a reasonable time, the City may by written notice to the vendor, terminate all rights to proceed further with the work. In such an event, the City may take over the work and prosecute it to completion, by contract or otherwise, and the vendor and vendor sureties (if any) shall be liable to the City for any excess cost occasioned the City thereby.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 23 76
		FIRM NAME (Must be filled in)	

2.10 CONTRACTOR'S INSTRUCTIONS

- 2.10.1 The vendor shall, at all times on this work, comply with the included "Instructions for Vendors Working in the Central Library, Logan Square", which is provided as Attachment 1 to this Invitation and bid.
- 2.10.2 **Vendor MUST provide, within two (2) weeks of award, the Free Library Building Maintenance Engineer (FLBME) with a detailed maintenance visitation schedule for all locations listed in this Invitation and Bid. Any changes to this schedule MUST be coordinated 48 hours in advance with the FLBME. This schedule is essential for the effective management of this contract.**

2.11 GUARANTEE

- 2.11.1 Vendor shall be responsible for turning over all systems covered by this Contract in a condition compatible with all terms of this agreement at the termination of this contract.
- 2.11.2 Class Grouping of HVAC Items
- 2.11.2.1 Base Bid Items:
Usual and Customary expendable, repairable and replaceable items such as further detailed and defined in the bid under "Base Bid Items", paragraph 2.15. There may be included large and expensive components such as motors and compressors.
- 2.11.2.2 Extra Charge Items:
Items not included (paragraph 2.14) in Bid Based Items that may be conditionally repaired or replaced as follows:
1. When repair is **less** than 20% of replacement cost (contractor repairs).

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 24 76
		FIRM NAME (Must be filled in)	

2. When repair is **more** than 20% of replacement cost but replacement, for various unpredictable reasons, is not feasible, contractor may repair only after City User reviews and authorizes the repair at a cost more than 20% of replacement cost; such approval must be in writing from the City.

2.11.2.3 Beyond Scope Of Contract Items: Complete HVAC sub-systems or major components clearly beyond the scope of the contract based on, but not limited to such factors as, size, complexity and cost; and/or, not otherwise addressed under the other categories (Bid Based or Extra Cost Items) as defined in the bid.

2.11.2.3.1 Contractor will be required to provide the City Department Head with a complete and thorough report on the condition of the such equipment and provide a cost estimate to repair or replace.

2.11.2.3.2 City always retains the option to obtain quotes from HVAC contractors in the open market and; subsequently, have the necessary work done by contractors other than the incumbent.

2.12 INTERRUPTION OF SERVICE

2.12.1 Vendor shall be free to start and stop the various pieces of equipment covered by this contract when this is essential to the proper performance of this contract. All starting and stopping of equipment must be coordinated with the City's appointed representative to cause as little disruption to Library service as possible.

2.13 SYSTEM ALTERATIONS AND IMPROVEMENTS

2.13.1 During the life of the contract, the City may request alterations and/or improvements to the systems covered under this contract. Repairs, maintenance, replacing defective parts, servicing the

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 25 76
		FIRM NAME (Must be filled in)	

equipment as outlined herein are not considered alterations or improvements.

- 2.13.2 During the life of the contract the Library's Building Maintenance Engineer may determine that a major component of a Branch Library cooling system has failed beyond repair and replacement is required. The vendor will provide on request an itemized cost breakdown of the proposed repair. If approved an increase to the Purchase Order will be prepared. The City reserves the right to solicit competitive bids for any work requested. The Engineer shall make the final decision as to whether repair or replacement is required. The vendor shall proceed with repairs if so ordered by the Engineer.
- 2.13.3 Vandalism damage beyond the control of the contractor shall be paid from the modification fund.
- 2.13.4 Upon approval of an itemized cost breakdown from the vendor detailing material and labor costs by the Free Library's Building Maintenance Engineer, an advice of change to the purchase order must be issued describing the alterations and/or improvements and providing funding prior to commencing the work.

2.14 EXTRA PAYMENT ITEMS

- 2.14.1 The following type of equipment, if required from the vendor, will be paid for with a change to the Purchase Order.
- 2.14.1.1 Compressors which fail and repair cost exceeds 20% of the replacement cost, (replacement cost determined at the time of the needed replacement), will be replaced. All previous repairs do not relate to the current equipment failure and the **repair versus replacement decision** will be based entirely on the existing equipment failure. Once the decision has been made to replace similar types of equipment (such as a compressor), the vendor is responsible for 20% of the replacement cost, the City the remaining 80%.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 26 76
		FIRM NAME (Must be filled in)	

2.14.2 The following class of items or equipment are not included under the scope of this contract. Repair prices, however, will still be determined by the vendor. If repair exceeds 20% of the replacement cost, the equipment may be replaced (or repaired if replacement **is not** an option and repair, although exceeding the 20% limit, is deemed feasible). If it is agreed by the Library's Building Maintenance Engineer that the incumbent vendor will replace equipment, the vendor is responsible for the first 20% of the costs, the City the remaining 80%. The City, however, **always retains the option to go open market for bids in every case where equipment is not covered under the scope of this contract.**

2.14.2.1 Major chiller repair such as tube bundle replacement etc.

2.14.2.2 Complete water tower replacement.

2.14.2.3 Complete air handling unit.

2.14.2.4 Any major repair determined and approved by the Engineer to be outside the scope of this contract.

2.14.3 Should an entire system such as an air handling unit fail beyond repair (which again remains beyond the scope of this contract), the vendor will be required to prepare a full report for the Library's Building Maintenance Engineer which details the failure and explains why repair is not practical. In such an event, the City retains the right to go open market and obtain bids from other contractors for replacement equipment or systems. If another contractor does finally install new equipment, the incumbent will be responsible for the maintenance of that equipment under the guidelines listed in this contract and as specified by the original equipment manufacturer. The vendor will also effectively coordinate and guarantee the integrity of all warranty issues associated with the newly installed equipment.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 27 76
		FIRM NAME (Must be filled in)	

2.15 BASE BID ITEMS

- 2.15.1 Base bid items shall be defined as usual and customary expendable, repairable and replaceable items of a routine HVAC maintenance nature. The cost of all such items should be included in the Monthly Maintenance Service Charge which the bidder quotes at the time of the bid opening.

Extra payments will be made for items specifically listed in paragraph 2.14 "Extra Payment Items". Included in the Base Bid will be the repair, replacement and maintenance of the following items. **NOTHING IN THE FOLLOWING LIST WILL EVER GENERATE AN EXTRA COST REGARDLESS OF SIZE, AVAILABILITY, MATERIAL COST, LABOR COST ETC. REPAIR OR REPLACEMENT OF ANY ITEM ON THE FOLLOWING LIST SHALL PROCEED IMMEDIATELY WITHOUT REGARD TO EXTRA PAYMENTS:**

- 2.15.1.1 Pumps, all kinds, all sizes, including but not limited to, cooling tower pumps, chilled water pumps, refrigerant pumps, house pumps. Included also are pump sub-assemblies such as impellers and bearings.
- 2.15.1.2 Motors, all kinds, all sizes, all voltages and phases including but not limited to, pump motors, tower fan motors, supply and return fan motors.
- 2.15.1.3 Control items such as control valves and operators complete, three way valves, sensors, etc..
- 2.15.1.4 Bearings including air handling unit shaft bearings, pump bearings, motor bearings, complete.

2.16 CONTRACTOR YEAR-ROUND RESPONSIBILITIES

- 2.16.1 The contractor shall be responsible for the year round repair, replacement, maintenance and proper operation of any system used for cooling which is used during the heating season excluding heating boilers but specifically including the following:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 28 76
		FIRM NAME (Must be filled in)	

- 2.16.1.1 Air handling units, both supply and return. Any AHU in any branch used for both cooling and heating air movement. This includes filter replacements in these units.
- 2.16.1.2 Three way valves complete.
- 2.16.1.3 Dampers and damper operators regardless of how powered.
- 2.16.1.4 Thermostats

2.17 START UP AND SHUTDOWN DATES

- 2.17.1 The air-conditioning systems for the Free Library must be started by May 1. Start up must be completed by May 15. The Regional Libraries are an exception. These three air-conditioning systems must be operational by May 1.
- 2.17.2 All Air-conditioning systems in all branches must remain operational through October 15 with the exception of the systems in the three Regional Libraries which must remain operational through October 30th.
- 2.17.3 Contractor Inspections After Award
 - 2.17.3.1 After Contract Award: A subsequent “In-Season Inspection Report” will be required, during the contract year and prior to the commencement of the new season (i.e., heating or cooling), to identify items qualifying for immediate repair or replacement (i.e., Bid Based Items) that were not evident or discovered during the previous “in-season” inspection. It should become apparent in the case of multi-year contracts, with several renewal options, all inspection reports, other than the Pre-Bid Inspection Report used to initially award the contract, will be identified as In-Season Inspection Reports.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 29 76
		FIRM NAME (Must be filled in)	

2.17.3.2 Contract Execution: Repair or replacement items listed on any inspection report must receive official approval from the City User before work may proceed. Upon approval of the inspection report modified if necessary -and award by the City, the contractor will be expected to complete the Bid Based Items during the first six (6) months of the contract. All other necessary maintenance work will be performed under the monthly bid price, with twelve (12) monthly payments guaranteed, except in the case of default by the contractor. The exception to the fixed monthly payment schedule would be any repairs or replacements approved by the City based on approved “In-season” reports which may be charged to the City on a quoted time and material rate or guidelines established for Extra Payment Items.

2.17.3.3 In-Season Inspection Report Development: The awarded contractor remains completely responsible for initiating the In-Season Inspection Report in a timely manner without further action by the City User. Repair or replacement items that are subsequently listed on the “In-Season Inspection Report” are subject to review and approval by the City User. Once the new In-Season/Bid Based Items are approved, the contractor will be given the authorization to proceed. Such repairs or replacements will be accomplished using the contractor’s quoted “time and material” rate or Extra Payment Items (done at the discretion of the City). All Bid Based Items listed in the in-season report must be completed before the beginning of the next seasonal cycle.

SPECIFIC HVAC SYSTEM REQUIREMENTS

2.18 Emergency Service

2.18.1 The vendor must respond to a request for emergency service during normal operational hours of the various Branch Libraries covered by the contract. This may include some evenings and Saturdays and Sundays for selected branches. A current Branch Library schedule is available on request.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 30 76
		FIRM NAME (Must be filled in)	

2.18.2 The vendor shall provide normal maintenance and repair work during regular operational hours. Emergency service may require either starting work before the Library is open or staying beyond normal operational hours to complete the job with no additional compensation.

2.18.3 Routine repairs such as leak repair and refrigerant replacement, belt replacement, resets, adjustments and restarts will be expected to be repaired during the first visit after a service request from the Buildings Department. Repairs requiring more than one visit must be reported to the Buildings Department along with a repair schedule.

2.19 EQUIPMENT INSPECTIONS

2.19.1 Comprehensive Inspections

2.19.1.1 The vendor shall perform monthly comprehensive system inspections during the cooling season on each Branch Library air-conditioning system covered under this contract. These inspections shall be in addition to emergency service visits. Reports are due within one week of the inspection.

2.19.1.2 During each comprehensive inspection the successful bidder shall examine each component covered under this contract for proper operation. The vendor shall correct any deficiencies. After each comprehensive inspection the vendor shall prepare a WRITTEN REPORT, according to industry standards, LISTING EACH PIECE OF EQUIPMENT AND CONDITION giving details of the overall operational condition of each Branch Library air-conditioning and heating systems covered by this specification. The report shall also specifically detail any deficiencies or defective equipment located and intended repair procedures and the estimated completion date. As stated above these reports are due WITHIN ONE WEEK OF THE INSPECTION DATE.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 31 76
		FIRM NAME (Must be filled in)	

- 2.19.1.3 During the winter after the first cooling season covered under this contract, the vendor shall produce a bound report listing on a separate page each Branch Library and describing the type of system (DX, package, water tower etc.) the age of the system and the operating condition. The vendor shall also recommend system improvements and major component replacement.

2.20 PREVENTIVE MAINTENANCE

- 2.20.1 The work described under the following paragraphs shall be performed by the vendor, and the following services shall be performed to keep all the described systems operating properly and with optimum energy efficiency. The equipment to be serviced is throughout the building, including the roof. The successful vendor shall be familiarize with the various locations of the equipment in each Branch Library.

2.20.2 General Maintenance at Each Branch Library

- 2.20.2.1 Check and verify the proper equipment operation, condition and performance of all components through the analysis of available log readings or readings taken during inspections.
- 2.20.2.2 Adjust, repair or replace as required and functionally clean all system components, motors, starters, valves, drives, control devices and accessories.
- 2.20.2.3 Replace any component, part, material or equipment that becomes defective, deficient, damaged, inoperative, or deteriorated beyond repair and cannot be repaired effectively. The replacement shall have the same or better qualities, capacity and performance than the removed original. The vendor shall keep the normal replaceable items, such as relays, small valves, fittings, fan belts, small lamps, steam traps, refrigerant, oil, grease, duct tape, etc., at his disposal at all times so that the inoperative system can be worked on and repaired immediately.

Recording instruments, such as thermometers, pressure

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 32 76
		FIRM NAME (Must be filled in)	

gauges, etc., which will not affect the operation of its respective system shall be replaced within two (2) weeks of noticed failure. Any replacement or method, means and handling of the replacement shall be at Vendor's discretions; but, with the approval of the Head Buildings Supervisor or his representative. Vendor shall absorb the cost of any and all replacements except for items specifically listed as extra cost items.

- 2.20.2.4 All equipment shall be maintained in accordance with the recommendations of the equipment manufacturer, as outlined in their respective maintenance and operation manuals.
- 2.20.2.5 Lubricate all moving parts, as required.
- 2.20.2.6 Check for refrigerant leaks, air leaks in duct work, water leaks in the chilled condenser water lines, air leaks in the pneumatic control air lines; repair any leaks which are found. Repack valves when necessary.
- 2.20.2.7 Keep the exterior of the machinery and any other parts of the equipment subject to rust, properly painted, and presentable at all times. Motor wirings and controller coils are to be periodically treated with proper insulating compound.
- 2.20.2.8 Provide seasonal start-up and shutdown for equipment and provide service where applicable.
- 2.20.2.9 Clean all strainers under the contract a minimum of four (4) times a year. Blow down above strainers a minimum of twice a month.
- 2.20.2.10 Adjust tension on all motor driven belts. Replace belts if necessary.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 33 76
		FIRM NAME (Must be filled in)	

- 2.20.2.11 Check and adjust motor starter relays and contacts. Clean all motor housings. Insure that all indicating lamps and gages are properly operating at all times.
- 2.20.2.12 Maintain the electrical wiring, circuit breakers, disconnect to the operating unit and maintain all control wiring under this contract.
- 2.20.2.13 Maintain the insulation on all the piping and ductwork associated with this contract.

2.21 WATER FILLED COOLING TOWER AND CONDENSER WATER PIPING SYSTEM

2.21.1 Cooling Tower Piping (where applicable)

- 2.21.1.1 Clean the Cooling Tower a minimum of (4) times during the cooling season. The initial cleaning will be before start-up in the Spring. The vendor shall make arrangement with the Library as to when the cooling system can be shut down for the other three cleanings. During the cleaning, clean the tower strainer, clean each nozzle, clean the nozzle supply headers and hose down the tower and sump.
- 2.21.1.2 Check the operation of the make-up water valve.
- 2.21.1.3 Maintain the Cooling Tower by checking the pressure readings at the tower strainer and blowing down the strainer at least once a month.
- 2.21.1.4 Maintain by repair or replacement any moving parts in any cooling towers such as fans, shafts, bearings and motors.
- 2.21.1.5 Winterize the Tower when the cooling season is over. Check and maintain the electrical heat tracing, if and where installed.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 34 76
		FIRM NAME (Must be filled in)	

- 2.21.1.6 Service, repair and maintain the condenser water pumps as required. Replace packing seals, bearings, shaft, coupling, impeller when required.
- 2.21.1.7 Repair any leaks which may develop in the system.
- 2.21.1.8 Inspect, service and maintain any thermometers, pressure gauges, flow switches, control sensing devices, valves, balancing valves, control valves and any other specialties in the condenser water system. Replace, if necessary.
- 2.21.1.9 When the Cooling Towers are inoperative during the winter months, the vendor shall drain the condenser water from the tower, leaving all the drain valves open. Water shall be drained to approximately 3 feet below the roof level. Any freeze damage will be the vendors responsibility to repair.
- 2.21.1.10 Determine the water flow, temperatures and the level of heat exchange tube fouling, in the chiller (condenser water side), from analysis of available log readings or readings taken during inspection. Balance the water flow to the designed conditions.

2.22 CONDENSER WATER PIPING SYSTEM

- 2.22.1 Service, maintain, and repair any chilled water pumps as required. Replace packing, seals, bearings, shaft, coupling, impeller when required.
- 2.22.2 Repair any leaks which may develop in the system.
- 2.22.3 Inspect and maintain any thermometers, pressure gauges, flow switches, control sensing devices, valves, balancing valves, control valves, air vents and any other specialties in the chilled water system. Replace, if necessary.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 35 76
		FIRM NAME (Must be filled in)	

2.22.4 Determine the water flow, temperatures, and level of heat exchange tube fouling, in the chiller (evaporator side), from analysis of available log readings or readings taken during the inspection. Balance the water flow to the designed conditions.

2.22.5 Check and maintain in the expansion tanks, make-up water system, pressure regulator and back flow preventor.

2.23 CENTRIFUGAL CHILLERS

2.23.1 Furnish all labor, parts supplies, equipment, and tests necessary to maintain, inspect, repair, and operate the centrifugal chillers at the Northeast Regional Library, Bushrod Library and any other branch location having a centrifugal chiller. This is intended to provide all inclusive maintenance, operation, and repair service covering any and all required repair, replacement, or maintenance necessary to keep the chillers operating at design limits. The vendor shall not sub-contract any work on the chillers except motor rewinding without prior approval from the Building Maintenance Engineer.

2.23.2 Following is a detailed listing of the minimum contract requirements for the inspection and maintenance of the Free Library's chillers. Repair or replacement of damaged or failed parts or sub-assemblies or entire operating units shall be provided as required and at no additional cost. Should anything be left out of this inspection and maintenance list but which is normally provided during routine maintenance and inspection of this type of equipment, omitted items shall be included as if mentioned specifically herein.

2.23.2.1 Spring Start Up(Units must be operational by May 1).

- a. Start and check purge operation
- b. Furnish and add refrigerant as found necessary at no additional cost to the City.
- c. Check lubrication for correct temperature and pressure record.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 36 76
		FIRM NAME (Must be filled in)	

- d. Start machine
- e. Check operation and cutout points of all safety controls and interlocks.
- f. Check operation of capacity control.
- g. Optimize refrigerant charge.
- h. Leak test all refrigerant circuits with electronic leak detector or other suitable means. Repair leaks discovered. Recharge systems to proper operating level with correct type of refrigerants a no additional charge.
- i. Log machine as follows and discuss with operating personnel.
 - 1. cooler refrigerant pressure
 - 2. cooler refrigerant temperature
 - 3. refrigerant level
 - 4. chilled water temperature in
 - 5. chilled water temperature out
 - 6. chilled water pressure drop
 - 7. condenser refrigerant pressure
 - 8. condenser refrigerant temperature
 - 9. condenser water temperature in
 - 10. condenser water temperature out
 - 11. Guide van position
 - 12. bearing temperature
 - 13. oil level
 - 14. oil reservoir temperature
 - 15. oil supply pressure
 - 16. electric motor volts
 - 17. electric motor amps.
 - 18. purge refrigerant level
 - 19. purge condenser pressure
 - 20. frequency of pump operation
- j. Check condition and settings of panel controls, chilled water and condenser water pumps, pump

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 37 76
		FIRM NAME (Must be filled in)	

motor starters, thermometers, and gauges to insure optimum performance and reliability.

- k. Determine level of heat exchange tube fouling from analysis of available log readings or readings taken during inspection.
- l. Check proper operation of belts, pulleys, valves, and purge units of listed equipment.
- m. Lubricate all moving parts, as required.
- n. Verify proper equipment operation through analysis of log readings or readings during inspections.

2.24 ANNUAL MAINTENANCE - (Units must be operational through November 15).

NOTE: This section, Annual Maintenance, must be completed between November 15th and February 15th of each year the contract is in place.

- a. Compressor-Motor
 - 1. Disassemble main and thrust bearing
 - 2. Disassemble motor end bearing
 - 3. Inspect main journal bearing
 - 4. Inspect thrust bearing
 - 5. Inspect thrust disc
 - 6. Inspect babbitted seal ring
 - 7. Inspect economize equalizing damper
 - 8. Inspect motor and bearing
 - 9. Inspect seal ring
 - 10. Record bearing clearances
 - 11. Record thrust clearances
 - 12. Replace Gask-O-Seal
 - 13. Replace felt rings
 - 14. Replace "O" rings
 - 15. Replace defective components
 - 16. Reassemble compressor and thrust bearings.
 - 17. Reassemble motor and bearings
 - 18. Check for oil leaks
 - 19. Check guide vane positioner operation

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 38 76
		FIRM NAME (Must be filled in)	

20. Reinstall covers
21. Check and record cut-in and cut-out points of oil heater and thermostat
22. Check and record cut-in and cut-out points of oil safety switch.
23. Drain compressor oil and dispose of the oil; replace oil
24. Disassemble oil filter
25. Clean oil solenoid strainer
26. Inspect internal wiring
27. Inspect for oil leaks
28. Recharge with fresh oil
29. Replace oil filter
30. Replace defective components where applicable
31. Leak check unit
32. Compressor motor meggering (Once per year)
 - (1) Check polarization index at 500 volts over a ten minute period.

b. Purge

1. Remove cover
2. Clean float chamber
3. Clean sight glasses
4. Clean orifice assembly
5. Inspect float valve
6. Inspect insulation
7. Check pump assembly - replace purge pump suction and exhaust valve reeds
8. Check gauges
9. Check solenoid valves.
10. Check check-valve
11. Test and calibrate pressure gauges
12. Replace float valve plunger and seat
13. Replace "O" rings
14. Replace filter drier
15. Replace defective components
16. Tighten all fittings
17. Protect against corrosion

c. Starter - Check and adjust the motor starter relays and

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 39 76
		FIRM NAME (Must be filled in)	

contacts.

1. Disengage power
2. Disconnect motor leads
3. Re-energize power
4. Check coil faces
5. Check timing
6. Check transfer timer
7. Disengage power
8. Inspect contracts
9. Inspect arc shields
10. Inspect linkages
11. Inspect resistors
12. Inspect capacitors
13. Inspect transformers
14. Inspect wire insulation
15. Inspect fuses or heaters
16. Inspect and tighten terminal connections.
17. Check dash dots
18. Check terminals for corrosion and overheating
19. Replace dashpot oil (as required)
20. Replace defective components
21. Meggar motor cables
22. Meggar oil pump motor

d. Controls

1. Inspect physical condition
2. Inspect linkages
3. Inspect terminals
4. Adjust pressure controls
5. Adjust temperature controls
6. Adjust flow controls
7. Lubricate contacts
8. Replace defective components

e. Condenser and Evaporator

1. Remove water box covers
2. Inspect tubes

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 40 76
		FIRM NAME (Must be filled in)	

3. Inspect covers
4. Inspect tube sheets
5. Clean covers
6. Clean tube sheets
7. Brush tubes
8. Replace division plate gasket
9. Replace defective components
10. Reinstall covers
11. Clean condenser tubes
12. Clean evaporator tubes

NOTE: Tube Cleaning - After shutdown, during the winter season, clean both the evaporator and condenser tubes of all chillers by mechanically pushing on a rod through each tube. Conduct a visual inspection of the tubes after the initial cleaning. Acid cleaning must be done when brushing the tubes will not remove scale and acid cleaning is requested and approved by the Library Engineer. Acid cleaning, if required, shall be provided at no additional cost to the City.

f. Cooler Maintenance

1. Remove insulation, if required
2. Remove water box covers
3. Remove oil cooler-filter assembly
4. Inspect covers for corrosion
5. Inspect tubes for corrosion
6. Inspect tubes sheets for corrosion
7. Inspect low temperature cutout bulb
8. Inspect flow switch paddle
9. Clean refrigerant sight glasses
10. Brush tubes
11. Replace oil cooler/filter assembly
12. Replace division plate gasket
13. Replace gaskets
14. Replace defective components
15. Reinstall water box covers
16. Reinstall installation

2.25 SIX (6) OPERATING INSPECTIONS PER YEAR

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 41 76
		FIRM NAME (Must be filled in)	

2.25.1 Operator on duty to be instructed on proper operation of equipment at each visit.

2.25.1.1 Record machine condition at arrival and departure as follows:

- a. cooler refrigerant pressure
- b. cooler refrigerant temperature
- c. refrigerant level
- d. chilled water temperature in
- e. chilled water temperature out
- f. chilled water pressure drop
- g. condenser refrigerant pressure
- h. condenser refrigerant temperature
- i. condenser water temperature in
- j. condenser water temperature out
- k. guide van position
- l. bearing temperature
- m. oil level
- n. oil reservoir temperature
- o. oil supply pressure
- p. electric motor volts
- q. electric motor amps.
- r. purge refrigerant level
- s. purge condenser pressure
- t. frequency of pump operation
- u. chiller operating efficiency BTU/KW

2.25.1.2 Check refrigerant charge

2.25.1.3 Check for high side leaks

2.25.1.4 Check purge operation

2.25.1.5 Check operating controls

2.25.1.6 Check lube system

2.25.1.7 Check guide van operation

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 42 76
		FIRM NAME (Must be filled in)	

- 2.25.1.8 Check starter operation (semi-annually)
- 2.25.1.9 Tighten couplings
- 2.25.1.10 Tighten gasket flanges
- 2.25.1.11 Calibrate safety controls (semi-annually)
- 2.25.1.12 Confirm control reaction
- 2.25.1.13 Confirm control operation
- 2.25.1.14 Prepare winter repair list (annually)
- 2.25.1.15 Perform refrigerant analysis (annually)

2.26 TESTS

Make acid test and spectrographic analysis of compressor motor oil twice annually on any Branch Library chillers. Note viscosity, acid number and parts per million of water. Spectrographic analysis to include parts per million of the following elements: Iron, lead, cooper, chromium, aluminum, nickel, silver, tin, silicon, boron, sodium, phosphorus, zinc, calcium, barium, and magnesium, copy of report to go to the Head of the Buildings Department for the Free Library.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 43 76
		FIRM NAME (Must be filled in)	

2.27 PACKAGE (DIRECT EXPANSION) COOLING UNITS

2.27.1 Furnish all labor, parts, supplies, equipment and tests necessary to maintain, inspect, repair and operate all direct expansion air-conditioning systems at Branch locations covered by this contract. This is intended to provide all inclusive maintenance, operation and repair service covering any and all required repair, replacement or maintenance necessary to keep the chillers operating at design limits.

2.27.2 Following is a detailed listing of the minimum contract requirements for the inspection and maintenance of the Free Library's chillers. Repair or replacement of damaged or failed parts, or sub-assemblies shall be provided as required at no additional cost. Should anything be left out of this inspection, maintenance and repair list but which is normally provided during routine maintenance and inspection of this type of equipment, shall be included as if mentioned specifically herein.

2.27.2.1 Spring Start Up (units must be operational by May 15).

- a. Check system operation
- b. Furnish and add refrigerant as found necessary at no additional cost to the City
- c. Start system
- d. Optimize operation and cutout points of all safety controls and interlocks
- e. Adjust operation of capacity control
- f. Optimize refrigerant charge
- g. Leak test all refrigerants circuits with an electronic leak detector. Repair leaks discovered. Recharge systems to proper operating level with correct type of refrigerants at no additional charge.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 44 76
		FIRM NAME (Must be filled in)	

- h. Adjust settings of panel controls, pumps, motor starters, operating controls safety controls, thermometers and gauges to insure optimum performance and reliability.
- i. Determine level of heat exchange tube fouling from analysis of available log readings or readings taken during inspection.
- j. Maintain proper operation of belts, pulleys, valves and purge units of listed equipment. Replace, if required.
- k. Lubricate all moving parts, as required.
- l. Controls
 - 1. Inspect physical condition
 - 2. Adjust linkages
 - 3. Inspect, clean & repair terminals
 - 4. Adjust pressure controls
 - 5. Adjust temperature controls
 - 6. Adjust flow controls
 - 7. Lubricate contacts
 - 8. Replace defective components

2.27.2.2 SIX (6) OPERATING INSPECTIONS PER YEAR

- a. Operator on duty to be instructed on proper operation of equipment at each visit:
 - 1. Check refrigerant charge
 - 2. Check for leaks
 - 3. Check operating controls
 - 4. Check lube system
 - 5. Tighten couplings
 - 6. Tighten gasket flanges
 - 7. Calibrate safety controls
 - 8. Confirm control reaction
 - 9. Confirm machine operation
 - 10. Prepare winter repair list (annually)

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 45 76
		FIRM NAME (Must be filled in)	

2.27.2.3 TESTS

2.27.2.3.1 Make acid test and spectrographic analysis of compressor motor oil twice annually on any Branch Library chillers. Note viscosity, acid number and parts per million of water. Spectrographic analysis to include parts per million of the following elements:

Iron, lead, cooper, chromium, aluminum, nickel, silver, tin, silicon, boron, sodium, phosphorus, zinc, calcium, barium, and magnesium, copy of report to go to the Head of the Buildings Department for the Free Library.

2.28 AIR-HANDLING UNITS (AHUs)

2.28.1 The various air-handling and blower units are a part of this contract. During every visit to the branch for service and/or inspections the vendor shall check all AHUs for proper operation and shall repair or replace any failed parts found. Following is a list of minimum responsibilities:

- 2.28.1.1 Optimize the operation of each unit in every Branch Library listed.
- 2.28.1.2 Replace all belts, motors, transformers, control equipment when required.
- 2.28.1.3 Check for and repair all leaks.
- 2.28.1.4 Replace filters monthly. Dispose of old filters.
- 2.28.1.5 Comb coils if damaged.
- 2.28.1.6 Maintain and clean any in duct heaters and blowers.
- 2.28.1.7 Maintain all shafts and motor bearings.
- 2.28.1.8 Lubricate all moving parts as required. Fill all oil wells.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 46 76
		FIRM NAME (Must be filled in)	

2.29 ADDITIONAL HEATING WORK

2.29.1 SCOPE OF WORK

The contractor shall be responsible for Winter start up, Spring shut down, service calls, maintenance & inspection, and system modifications on all heating systems in all Branch Libraries of the Free Library of Philadelphia.

2.29.2 SPECIFIC REQUIREMENTS

2.29.2.1 WINTER STARTUP - OCTOBER 15

The contractor will inspect the entire heating system for potential problems including but not limited to the following: the boiler and gas/oil train; circulator/condensate pumps; proper boiler chemical levels; low water and boiler feed systems; supply and return piping; heating controls, etc. The contractor shall make any normal startup repairs required to make the system operational, start the heating system and adjust controls and set points to proper values. The contractor shall submit a written report to the Buildings Department of the Free Library detailing the condition of each branch heating system by November 5.

2.29.2.2 SPRING SHUT DOWN - MAY 15

The contractor shall visit each branch library listed and shut off the heating system. The Contractor shall make a final system inspection of each Branch Library heating system and shall submit a written report detailing recommended Summer work to bring each heating system into first class operating condition.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 47 76
		FIRM NAME (Must be filled in)	

2.29.2.3 SERVICE CALLS

The Contractor shall respond only to service calls from the Free Library Buildings Department within four hours of first contact. The contractor shall visit the branch, determine the scope of the problem, perform minor repairs as required, and return the heating system to operation.

2.29.2.4 MAINTENANCE & INSPECTION

A minimum of four heating system inspections shall be required at each Branch Library listed: Spring start up and winter shut down inspections and two operational inspections evenly spaced during the heating season. During each inspection the contractor shall note and repair deficiencies found.

2.29.2.5 SYSTEM MODIFICATIONS

If during any inspection or service call the contractor discovers a failure of a major heating system component such as condensate pumps or boiler sections etc. which is beyond normal maintenance, vendor shall submit a price in writing to the Head of the Buildings Department of the Free Library, detailing the failure, probable cause, and required action. The Contractor shall not proceed with any work until receiving approval of his submittal from the Buildings Department Head.
EXCEPTION: The Contractor shall immediately perform any work required without required submittals or approval to correct an immediately dangerous condition. Upon stabilizing the affected heating system, the contractor shall contact the Buildings Department immediately.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 48 76
		FIRM NAME (Must be filled in)	

2.29.3 ITEMS INCLUDED IN BASE MONTHLY CHARGE

Included in the base monthly charge shall be all inspections and reports, winter start up and fall shut down, routine maintenance, and minor repairs during service calls. Minor repairs shall include all adjustments, small piping repairs, control settings, boiler blowdowns, small motor replacement, thermostats repair and replacement and all items normally replaced during a no heat service call.

2.29.4 ITEMS NOT INCLUDED IN BASE MONTHLY BID

Excluded from the base monthly bid and requiring cost proposal submittal and approval shall be any major system repairs such as boiler or section replacement, long piping replacements, condensate pump replacement, circulator pump replacement, new controls, missing equipment, or any work specifically approved by the FLBME. The Library reserves the right to supply any parts required for replacement or repair to the contractor for installation.

2.30 ELECTRICAL

2.30.1 Maintain and service the power wiring between the load center and the equipment. Maintain and service motor starters, disconnect switch, remote switches, control transformers, etc.

2.30.2 Maintain and service all control wiring for all equipment in any branch covered under this contract including the starting circuits for all the motors.

2.31 AUTOMATIC CONTROL SYSTEMS

2.31.1 Maintain, inspect, service, and repair or replace as required all the pneumatic controls, electrical controls and electronic controls in any Branch Library covered by this contract.

This includes but not limited to the following items where applicable:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 49 76
		FIRM NAME (Must be filled in)	

air compressors, control transformers, automatic control valves, dampers, thermostats, aquastats, all temperature sensors, freezestats, firestats, duct smoke detectors, smoke dampers, all the control panels, all duct insertion and water immersion controllers and sensors, air switches, flow switches, float switches, pressure electric switches, relays, electric-pneumatic switches, timers and time delay relays, sail switches, pressure differential switches, all interlocking controls, all starting circuits, all gauges, all thermometers, controls for the exhaust and ventilating systems in the buildings, etc.

- 2.31.2 All dampers shall be checked for operation and adjusted so that the systems will maintain the proper air distribution. Replace any missing or defective parts such as damper motors, operators, connecting rods, broken dampers, etc.
- 2.31.3 Inspect all temperature and humidity controlling and sensing devices, where installed, and adjust same for proper room environmental conditions.
- 2.31.4 All control systems shall be adjusted to maintain the initial design conditions. Systems shall be air and water balanced to obtain these conditions. Adjust all water regulating valves.
- 2.31.5 Clean dust from all the controls; clean panels; replace any indicating lamps which have burned-out in the control panels, control boards, motor starters, etc.
- 2.31.6 Adjust gauges, instrumentation and any recording devices or controls to read correctly. Replace any recording device which will not read properly.
- 2.31.7 Check condition and settings of panel controls, chilled water and condenser water pumps, operating controls, safety controls, thermometers, smoke detectors and gauges to insure optimum performance and reliability.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 50 76
		FIRM NAME (Must be filled in)	

2.32 WATER TREATMENT (Is to be performed where installed and performed according to para. 2.32).

- 2.32.1 The vendor shall maintain all the water treatment systems, where installed. The chilled and condenser water systems are treated by an "ARC" System. The successful bidder shall adjust, maintain, test, set, repair and replace the equipment as necessary for the proper operation of the systems.
- 2.32.2 The vendor shall survey the installation, the water conditions and any testing equipment which may be on hand and from such survey recommend procedures which will best be suited to accomplish the following objectives:
- a. Maintenance of water's chemical and/or physical condition at a level least conducive to the formation of scale deposits by precipitation or evaporation.
 - b. Maintenance of the water's chemical and/or physical condition at a level least conducive to the pitting and corrosion of the metal surfaces contacted by the water in the system.
 - c. Maintenance of the water's chemical and/or physical condition at a level least conducive to the growth of microbiological organisms.
 - d. Necessary modifications in construction or design of equipment essential to the proper performance of the treatment service.
- 2.32.3 The vendor shall provide a complete chemical and service water treatment program. This program shall include:
- a. All chemicals required for the treatment of the system.
 - b. Delivery of all chemicals.
 - c. Charging of all chemical feed systems.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 51 76
		FIRM NAME (Must be filled in)	

- d. Chemical treatment of treated systems with a written report on the conditions of the systems delivered before the serviceman leaves the premises.

2.32.4 The vendor shall maintain chemical feeding devices designed to automatically bleed off tower and feed chemicals on a proportional basis to operate as follows:

- a. The device will continuously monitor the specific conductance of the recirculating water. As the conductivity increases, the unit will activate a solenoid valve in the blow-down line and bleed off tower water until the conductivity is 5% to 10% below designated limits. Contacts will then be broken, the valve closes and the tower water will again begin to concentrate.
- b. The monitor will be of such design that a chemical feed pump can be wired directly into it and will be activated in such a way as to automatically feed chemicals in proportion to bleed off.

2.32.5 The vendor shall furnish and deliver to the installation all chemicals and materials required to be fed to the equipment in accordance with the results of his study of the system.

2.32.6 The vendor shall, every month while the chiller is in operation, make collections and analysis of samples of the circulating water and every month regular inspection and maintenance of the chemical feeding devices. The results of these chemical tests shall be forwarded to the Free Library Buildings Department.

2.32.7 The vendor shall adjust the rate of bleed or blow-down of the circulating water that may be required to maintain a limit on the concentration of the dissolved solids that enter with the City water, the purpose of such limitations being to assist in maintaining the specified conditions.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 52 76
		FIRM NAME (Must be filled in)	

- 2.32.8 The vendor shall obtain the signature of the Buildings Superintendent, attesting to the fact that each monthly visit and inspection of each installation has been made, and shall submit a monthly summary of activities, condition of water and of equipment to the attention of the Buildings Superintendent.
- 2.32.9 Joint inspection by a representative of the vendor and of the City at the conclusion of an operating season shall be made to determine the efficacy of treatment.
- 2.32.10 Except for formulations to be provided later for Cooling Tower, bidder must submit with his bid information on the formulation of the chemicals or chemicals to be furnished, using correct chemical names for the constituents.
- 2.32.11 If any action is required on the part of City Personnel in the intervals between the vendor's visits, the successful bidder shall provide written instructions for the guidance of such operating personnel.
- 2.32.12 The vendor shall maintain a chemical laboratory equipped to analyze water in accordance with standard methods approved by the American Water Works Association and the methods for the industrial waters of the American Society for Testing Materials.
- 2.32.13 The treatment for the closed system (chilled water) shall be such that the following chemical or physical factors or conditions will exist in the water:
- a. Chromate Concentration expressed as "Na₂CrO₄" shall be a minimum of 300 ppm.
 - b. Sequesterants (e.g. polyphosphates) expressed as "P205" shall be between 3-5ppm.
 - c. Chloride Concentration expressed as "Cl" shall be a maximum of 350 ppm.
 - d. Biocide shall be as required.
 - e. "PH" shall be within the range of 6.5 to 8 for any closed

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 53 76
		FIRM NAME (Must be filled in)	

systems such as the chilled water circuit, spray water of air washers, etc.

- 2.32.14 The treatment for the open system (chiller condenser water or any evaporative condensers) shall be such the following chemicals or physical factors or conditions will exist in the water.
- a. The corrosion inhibitor shall be for use in open recirculating cooling water systems and shall provide corrosion protection in the temperature range of +50F to +180F.
 - b. The corrosion inhibitor shall contain no phosphorous, chromium, nitrite or boron based compounds. (The corrosion and scale inhibitor product to be applied in such a way as to provide less than 5ppm moly date and less than 5ppm complex phosphate compound).
 - c. The corrosion inhibitor shall reduce corrosion losses on steel and copper to a rate of 1.25 mils per year or less over a temperature range of +50F to 180F. The above corrosion loss shall be verified through the use of vendor provided test coupons and coupon analysis.
 - d. The corrosion inhibitor shall be effective over the pH range of 6.5 to 8.0.
 - e. The corrosion inhibitor shall have dispersant and antifoulant activity with the ability to hold existing particles of airborne dust and carbon in suspension and cause any present deposits of like material to go into suspension.
 - f. The corrosion inhibitor shall not cause skin irritation or generate toxic fumes under storage or use conditions.
 - g. The corrosion inhibitor shall be compatible with all organic non-phenolic antifoulant and microbiocides.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 54 76
		FIRM NAME (Must be filled in)	

- h. The corrosion inhibitor shall create no pollution problems, in respect to chromate or phosphate in use of disposal.
- i. The concentration of corrosion inhibitor required to meet all the above specifications shall not exceed 80ppm by weight.
- j. Biocide will be fed not less than once per week to control algae and slime in the cooling tower and condenser water circuit.

2.32.15 All chemicals shall be delivered in commercial acceptable containers.

2.32.16 At the option of the City, duplicate samples may be drawn for the analysis by the Testing Laboratory of the City.

2.33 PIGEONS

2.33.1 The Branch Library air-conditioning systems have long been plagued with pigeons nesting in outside equipment. The vendor will be required to clean the affected equipment and construct an approved pigeon proof screen and wood enclosure to eliminate further infestation problems.

2.34 RESPONSIBILITY OF THE FREE LIBRARY'S ENGINEER

The engineer for the Free Library shall review all work performed. He shall decide what is included in the base bid and what is extra cost work. The Library's Building Maintenance shall review and approve all submittals for extra work and monthly billings. His decisions shall be final.

2.35 FREE LIBRARY BRANCHES CLOSINGS

From time to time, some of the Free Library Branches may close for different renovation projects or other reasons. If in the opinion of the Buildings Department, at the sole option of the City, the services are not required, no payment shall be made for services in the closed branches.

2.36 In Section 5 "**Pricing**", bidders are requested to provide costs for the requested service under the following pricing structure. Prices quoted must not contain more than three (3) decimal places.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 55 76
		FIRM NAME (Must be filled in)	

2.36.1 Monthly Maintenance charge for various Free Library Branch Locations as listed in Section 5, paragraphs 5.2.1 through 5.2.50.

2.36.2 Repair Service which are authorized and approved under “Extra Payments” as described in paragraphs 2.14 through 2.14.3.

26002 021 000

2.36.2.1 Labor Rate Hourly, (HR).

26002 022

2.36.2.2 Parts Used in Repair-stated as a percentage mark-up to vendor’s cost (not to be more than 10% above vendor’s cost and supported by vendor’s invoice), Lot (LO).

2.37 WARRANTY

The services performed must be as specified and as detailed in this Invitation and Bid and the awarded contract that results. All completed work may be either approved or disapproved by way of an authorized signature or unsatisfactory work report. Repairs completed must be guaranteed for a minimum of **NINETY (90) DAYS** from the date of completion. Any problems that result within the stated warranty period will be adjusted, including parts, at no additional cost to the City. All services performed must be of the highest quality and exhibit professional quality workmanship.

2.38 DELIVERY LOCATIONS

2.38.1 Established service sites and telephone numbers are listed under paragraph 1.12 of this Invitation and Bid.

2.38.2 Standard scheduled Monthly Maintenance Service, changes or revisions to the standard service schedule and/or requested repair service will be identified for the awarded vendor through contact by the City User and a Purchase Order issued by the Procurement Department.

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 56 76
		FIRM NAME (Must be filled in)	

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

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

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

3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 12 of "Terms and Conditions of Bidding and Contract".

3.2 AWARD:

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 57 76
		FIRM NAME (Must be filled in)	

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulations, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid (s) awards that are over \$25,000.00 and awarded as a whole or by section.

3.2.3 **BASIS OF AWARD**

The prices used for the calculation of the Basis of Award must be the same prices as quoted in Section 5 - Pricing. In the event of a conflict between the prices quoted in Section 5, "Pricing", of the bid and those used in the Basis of Award, the prices quoted in the Pricing Section will prevail and will be used for calculations.

3.2.4 **PERFORMANCE SECURITY:**

Bidder's attention is directed to paragraph 9 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 \$25,000.01. All awards at the \$25,000.01 amount will be subject to a \$50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

3.2.5 **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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 58 76
		FIRM NAME (Must be filled in)	

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.

3.2.6

INSURANCE:

Insurance is a requirement for this bid in accordance with Paragraph 14 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 **CITY OF PHILADELPHIA RESPONSIBILITY:**

- 4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a purchase order against the applicable bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 59 76
		FIRM NAME (Must be filled in)	

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 following information to help the City process payments to the Contractor as quickly as possible.
- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
 - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
 - (c) 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”.
 - (d) The invoice must show the quantity and type of item or service and the price.
 - (e) 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.
- 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 60 76
		FIRM NAME (Must be filled in)	

4.1.4

ADD-ONS:

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

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

4.1.5

MATERIALS TESTING:

The City of Philadelphia, may, during the life of this contract, supply a delivered product from this contract to the Materials Testing Laboratory. These products shall be tested to ensure conformance with bid specifications. If product fails, or is different from product supplied at award stage, rejection procedures will be implemented.

4.1.6

Contract Termination and Transition

The incoming contractor will not be responsible for equipment deficiencies that exist prior to the effective date of the new contract. All such deficiencies remain the responsibility of the outgoing contractor. Existing deficiencies will be objectively identified by means of a Combined Inspection Team which will be convened by the Free Library's Building Maintenance Engineer (FLBME) within a three (3) week time-frame once the new contractor is identified and the contract is awarded.

4.1.6.1

Participation by all contractor personnel in this "close-out" inspection is mandatory. Responsibility for existing deficiencies will be clearly identified and assigned through mutual consent of the members of the inspection team.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 61 76
		FIRM NAME (Must be filled in)	

4.1.6.2 The FLBME will direct the necessary corrective action(s) to be taken by the outgoing contractor. Following completion of the “existing deficiencies” work by the outgoing contractor, the new contractor will assume complete responsibility for maintaining the covered equipment in first class operating condition as specified in the Invitation and Bid.

4.1.6.3 With the exception of the existing contractor, who is allowed six (6) months to correct existing deficiencies during the “Contract Termination” phase of the Bid/Award process (current “Contract Term” is officially ended 01/31/03), all future outgoing contractors will be required to complete work on existing deficiencies no later than 30 days after receipt of documentation from the FLBME that clearly describes existing deficiency work to be done at no additional cost to the City.

4.1.7 Revision of Fixed Monthly Maintenance Price:

From time to time during the contract term, the City may choose to replace and/or upgrade the HVAC equipment. This may occur under this contract as a Changed Condition, replacement of items on the “Initial Conditions Report” or through other City contracts. This new equipment configuration may require the successful bidder to submit an adjusted monthly maintenance price for one or more locations. In general, new equipment shall result in a reduced monthly price to the City.

4.2 VENDOR RESPONSIBILITY:

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 62 76
		FIRM NAME (Must be filled in)	

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

4.2.4 **VIOLATION OF CONTRACT**

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

4.2.4.1 **Liquidated Damages:**

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 63 76
		FIRM NAME (Must be filled in)	

The City's failure at any time to enforce the provisions of this section shall in no 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 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 **DELIVERY:**

Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. **VENDOR NOTE:** In Section 5, specify delivery if other than 30 days.

4.2.6 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.

4.2.7 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.

4.2.8 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 64 76
		FIRM NAME (Must be filled in)	

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

4.2.10 **REPORTS**

4.2.10.1 **RECYCLED USAGE REPORTS**

If the successful bidder is supplying products/ services in this contract that have recycled content, indicate which item(s) contain this content in Section 5: Pricing, (under the applicable item) and the percentage of recovered material and post consumer material as it applies.

The successful bidder will be required, on a quarterly basis, to furnish a usage report of the recycled products purchased by City Departments. Two reports will be required:

a. **Departmental Report**

A report by purchase order, current and cumulative, showing item(s) delivered, description, date, quantity, price, extended amount and to the extent possible, the percent of recovered material in delivered items.

b. **Item Report**

A report, current and cumulative, by item, showing description, date, quantity, price, extended amount, and to the extent possible, the percent of recovered material and percent of Post-Consumer material in delivered items.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 65 76
		FIRM NAME (Must be filled in)	

All reports are to be submitted to the Recycling Office, Room 780, Municipal Services Building, Philadelphia, PA 19102, Attn: Recycled Content Administrator.

In support of the City of Philadelphia's Recycling Program, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content.

The City also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content? YES NO

Is your product packaged and/or shipped in material containing recycled content? YES NO

Is your product recyclable after it has reached its intended end use? YES NO

Is your product shipped in returnable Containers? YES NO

4.2.11 **Approval of Work:**

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

4.2.12 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.

4.2.13 For all invoices submitted, vendor must agree that all pricing can be

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 66 76
		FIRM NAME (Must be filled in)	

verified in the price lists submitted after award and on file in Finance, the Controller's Office and Procurement (see Section III above).

4.2.14 **Invoices/Receipts:**

4.2.14.1 Successful bidder(s) agrees not to invoice more than once per month.

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

4.2.14.3 Invoices should be sent in triplicate to each ordering department

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

4.2.14.3.2 See also item 4.1.2 above.

4.3 **Prevailing Wage Provisions.** The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled Contractors: Labor-Management Relationships." It is also subject to all regulations and procedures adopted thereunder.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 67 76
		FIRM NAME (Must be filled in)	

- 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 bargaining 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 Unit 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 forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 68 76
		FIRM NAME (Must be filled in)	

applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.
- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215)686-4720/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 69 76
		FIRM NAME (Must be filled in)	

CITY OF PHILADELPHIA

Hourly Prevailing Wage Rate Schedule

	<u>Base Rate</u>	<u>Fringe Benefits</u>
<u>CLASSIFICATION</u> \$ _____	\$ _____	\$ _____
Steamfitter: (Service only)		
(a) Over 3,000,000 BTU's	\$37.09	\$22.07
(b) Less than 3,000,000 BTU's	\$30.11	\$19.52

Notes of Interest:

- (1) **On all overtime hours, fringe benefits will be paid at the Straight (base rate only).**
- (2) **Contractors are advised to contact the Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.**

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 70 76
		FIRM NAME (Must be filled in)	

SECTION 5: PRICING

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

NOTE:

Unit Price(s) quoted below (Section 5: Pricing), will prevail in case of any discrepancy(ies) between Unit Price and "Amount" and will be the determining factor in establishing applicable contract amount(s)/award.

5.1 PRICING

- 5.1.1 Any and all equipment, system and components covered by this Specification shall be considered by the City to have been acceptable to the Contractor for inclusion in the Contract and covered by the Contractor's pricing of Base Bid Items as bid.
- 5.1.2 The price submitted for the initial contract period through 1/31/04 must include the cost of completing repairs or replacements on the items listed on the Pre-Bid Inspection Report.
- 5.1.3 The prices quoted must include all items listed in this specification. Contractor is advised to carefully read the section titled "Base Bid Items" for a detailed explanation of what the monthly base cost includes.
- 5.1.4 Extra payment will be made only for those items specifically listed in the section titled "Extra Cost Items". No other extra payments will be made.

5.2 MONTHLY CHARGES FOR EACH LIBRARY BRANCH FOR OVERHAUL & MAINTENANCE OF HVAC SYSTEMS AS PER SPECIFICATIONS IN SECTION 2.

NOTE: Unit Price(s) quoted below (Section 5: Pricing), will prevail in case of any discrepancy(ies) between Unit Price and "Amount" and will be the determining factor in establishing applicable contract amount(s)/award.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 71 76
		FIRM NAME (Must be filled in)	

		<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
5.2.1	26002 007 010 ANDORRA BRANCH	12	MO	\$_____	\$_____
5.2.2	26002 007 011 BLANCH A. NIXON BRANCH	12	MO	\$_____	\$_____
5.2.3	26002 007 012 BUSHROD BRANCH	12	MO	\$_____	\$_____
5.2.4	26002 007 013 BUSTLETON AVE. BRANCH	12	MO	\$_____	\$_____
5.2.5	26002 007 014 CECIL B. MOORE BRANCH	12	MO	\$_____	\$_____
5.2.6	26002 007 015 CHESTNUT HILL BRANCH	12	MO	\$_____	\$_____
5.2.7	26002 007 016 EASTWICK BRANCH	12	MO	\$_____	\$_____
5.2.8	26002 007 017 FALLS OF SCHUYKILL	12	MO	\$_____	\$_____
5.2.9	26002 007 018 FISHTOWN COMMUNITY	12	MO	\$_____	\$_____
5.2.10	26002 007 019 FOX CHASE BRANCH	12	MO	\$_____	\$_____
5.2.11	26002 007 020 FRANKFORD BRANCH	12	MO	\$_____	\$_____
				UNIT	EXTENDED

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 72 76
		FIRM NAME (Must be filled in)	

		<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>PRICE</u>
5.2.12	26002 007 022 GREATER OLNEY BRANCH	12	MO	\$_____	\$_____
5.2.13	26002 007 023 HAVERFORD AVE. BRANCH	12	MO	\$_____	\$_____
5.2.14	26002 007 024 HOLMESBURG BRANCH	12	MO	\$_____	\$_____
5.2.15	26002 007 025 KATHERINE DREXEL	12	MO	\$_____	\$_____
5.2.16	26002 007 026 KENSINGTON BRANCH	12	MO	\$_____	\$_____
5.2.17	26002 007 027 LAWNCREST BRANCH	12	MO	\$_____	\$_____
5.2.18	26002 007 028 LEHIGH AVENUE BRANCH MINI MAYOR'S OFFICE	12	MO	\$_____	\$_____
5.2.19	26002 007 029 LOGAN BRANCH	12	MO	\$_____	\$_____
5.2.20	26002 007 030 LOVETT MEMORIAL BR	12	MO	\$_____	\$_____
5.2.21	26002 007 031 MANTUA BRANCH/ CHARLES DURHAM	12	MO	\$_____	\$_____
5.2.22	26002 007 032 THOMAS F. DONTUCCI, SR	12	MO	\$_____	\$_____
5.2.23	26002 007 033 PHILA. CITY INSTITUTE	12	MO	\$_____	\$_____
		<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 73 76
		FIRM NAME (Must be filled in)	

5.2.24	26002 007 034 QUEEN MEMORIAL LIBRARY	12	MO	\$_____	\$_____
5.2.25	26002 007 035 RAMONITA G. DE RODRIGUEZ	12	MO	\$_____	\$_____
5.2.26	26002 007 036 RICHMOND BRANCH	12	MO	\$_____	\$_____
5.2.27	26002 007 037 RITNER CHILDRENS BRANCH /FUMO FAMILY	12	MO	\$_____	\$_____
5.2.28	26002 007 038 ROXBOROUGH BRANCH	12	MO	\$_____	\$_____
5.2.29	26002 007 039 SOUTH PHILA. BRANCH	12	MO	\$_____	\$_____
5.2.30	26002 007 040 CHARLES SANTORE	12	MO	\$_____	\$_____
5.2.31	26002 007 041 TACONY BRANCH	12	MO	\$_____	\$_____
5.2.32	26002 007 042 TORRESDALE BRANCH	12	MO	\$_____	\$_____
5.2.33	26002 007 043 WADSWORTH AVENUE BRANCH	12	MO	\$_____	\$_____
5.2.34	26002 007 045 WELSH ROAD BRANCH	12	MO	\$_____	\$_____

5.2.35	26002 007 046	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
--------	----------------------	------------	-------------	-------------------	-----------------------

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 74 76
		FIRM NAME (Must be filled in)	

	WEST OAK LANE BRANCH	12	MO	\$_____	\$_____
5.2.36	26002 007 047 WHITMAN BRANCH	12	MO	\$_____	\$_____
5.2.37	26002 007 048 WIDENER BRANCH	12	MO	\$_____	\$_____
5.2.38	26002 007 049 WYNNEFIELD BRANCH	12	MO	\$_____	\$_____
5.2.39	26002 007 050 NORTHEAST REGIONAL BR.	12	MO	\$_____	\$_____
5.2.40	26002 007 051 NORTHWEST REGIONAL BR.	12	MO	\$_____	\$_____
5.2.41	26002 007 052 MCPHERSON SQUARE BR.	12	MO	\$_____	\$_____
5.2.42	26002 007 053 NICETOWN -TIOGA BR.	12	MO	\$_____	\$_____
5.2.43	26002 007 054 OAK LANE BRANCH	12	MO	\$_____	\$_____
5.2.44	26002 007 055 OGONTZ BRANCH	12	MO	\$_____	\$_____
5.2.45	26002 007 056 OVERBROOK PARK BR.	12	MO	\$_____	\$_____
5.2.46	26002 007 057 PASCHALVILLE BRANCH	12	MO	\$_____	\$_____
		<u>QTY</u>	<u>UNIT</u>	<u>UNIT</u>	<u>EXTENDED</u>
				<u>PRICE</u>	<u>PRICE</u>
5.2.47	26002 007 058 WEST PHILA. REGIONAL	12	MO	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 75 76
		FIRM NAME (Must be filled in)	

5.2.48 **26002 007 059**
HADDINGTON BRANCH 12 MO \$_____ \$_____

5.2.49 **26002 007 060**
KINGSESSING BRANCH 12 MO \$_____ \$_____

5.2.50 **26002 007 061**
WYOMING BRANCH 12 MO \$_____ \$_____

5.2.51 **26002 007 044**
WALNUT STREET WEST 12 MO \$_____ \$_____

5.2.52 Repair Service, approved and authorized under "Extras Payments", as specified in Section 2, paragraphs 2.14 in its entirety.

26002 021 000
5.2.52.1 Labor Rate Hourly,
(HR). 600 HR \$_____ \$_____

26002 022
5.2.51.2 **Parts Used in Repairs**
PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) +10% MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier +10%. 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S7D02900	PAGE OF 76 76
		FIRM NAME (Must be filled in)	

Estimated Expenditures for Parts: \$40,000.00

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

MUST BID ON ALL ITEMS TO BE ELIGIBLE FOR AWARD.

BIDDER SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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. This Invitation and Bid and any contract awarded hereunder shall include, without limitation, the Invitation and Bid, all addenda thereto issued by the Procurement Department and these Terms and Conditions of Bidding. 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 this 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. 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. SPECIFICATIONS. When a formal, numbered, specification is referred to in this Invitation and Bid, no deviation therefrom will be permitted 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 this 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.

3. 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, payment may be made on the basis of 50% of the price bid when such equipment is delivered on site. A further allowance of 25% may be made 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, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory testing and/or installation as required.

4. 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 is interested.

5. 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.

6. 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.

7. PRICE INCREASES AND DISCOUNTS. All articles must be delivered at the price(s) bid, FOB Destination Point. 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. Discounts offered for payment may be a factor in the awarding of bids only in the event of tie bids. (In the event of an absolute tie the award decision will be made in the best interest of the City as determined by the Procurement Commissioner in his/her sole discretion.) Discounts must be for a period of at least 15 days to be so considered. Discounts offered shall be assumed to be from gross price unless otherwise indicated.

8. **BID SECURITY.** Unless the bidder is properly covered 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 EST. CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 25,000.00 or less	No Check Required
\$ 25,000.01- \$ 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, the Procurement Department shall refund, with the exception of the fee paid for participation in the City's Annual Master Bid Security program, the bid security except the bid security of the lowest responsive and responsible bidder. Upon return of the duly executed contract documents, required fees and the furnishing of any required bonds or other performance security by the lowest responsive and responsible bidder, its bid security will be refunded.

9. **PERFORMANCE SECURITY.** The City of Philadelphia requires performance security for contracts greater than \$25,000. If the amount of the contract to be awarded is greater than \$25,000 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.

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. 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. **RESPONSIVENESS.** Subject to the right of the Procurement Commissioner to waive nonresponsiveness as set forth below in this Section, these Terms and Conditions of Bidding and the specifications and requirements included in this Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of its 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 the specifications and requirements included in this 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 the specifications and requirements included in this Invitation and Bid is nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsiveness is not material to the Invitation and Bid or that a waiver of the nonresponsiveness is otherwise permitted by this Invitation and Bid, by these Terms and Conditions of Bidding or by law. The Procurement Department's determination of nonresponsiveness shall be final and any bid rejected as nonresponsive shall not be eligible for contract award.

12. **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 this 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 sound 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 for 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.

13. **CONTRACTS.** Awards of contracts in amounts less than or equal to \$25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$25,000 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 Labor and Materials Bond, 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. **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 insureds 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 insureds 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 or to limit the contractor's liability under this contract to the limits of the policies of insurance required to be maintained by the contractor hereunder.

(a) **WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

- (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) All states endorsement

(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 (employee exclusion deleted); 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.

15. **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 bonds, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding, 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.

16. **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 this Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and the specifications and requirements contained in this Invitation and Bid. The successful bidder shall comply with all 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 this Invitation and Bid:

- a. Failure by contractor to comply with any provision or Section of the contract, including the bid specifications contained in this Invitation and Bid and these Terms and Conditions of Bidding 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 this 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 agents or indictment or issuance of charges against contractor, its directors, employees or agents for any criminal offense or other violation of law (whether or not the offense or violation of law is ultimately adjudged to have occurred), where such criminal offense, violation, 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 this 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 13 above.
- g. Any other act or omission identified in these Terms and Conditions of Bidding 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):

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

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

The City shall notify contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require contractor to continue to furnish all goods and perform all services required under the contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the contract therefor. 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.

17. 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
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 to \$ 100,000.00	\$ 10.00
\$ 100,000.01 to \$ 300,000.00	\$ 30.00
\$ 300,000.01 to \$ 500,000.00	\$ 50.00
\$ 500,000.01 to \$ 1,000,000.00	\$ 100.00
\$ 1,000,000.01 to \$ 2,000,000.00	\$ 200.00
\$ 2,000,000.01 to \$ 3,000,000.00	\$ 300.00
\$ 3,000,000.01 to \$ 4,000,000.00	\$ 400.00
\$ 4,000,000.01 to \$ 5,000,000.00	\$ 500.00
\$ 5,000,000.01 or more	\$ 600.00

Failure to submit the Bid Processing Fee may result in rejection of the bidder's bid. In addition, if a contract award is made pursuant to this Invitation and Bid, any unpaid bid processing fees owed by the successful bidder to the City must be paid prior to the City's release of any payments under the resulting contract.

18. NONDISCRIMINATION.

a. Any contract awarded pursuant to this Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, bidder 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 16 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, bidder 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, 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 16 or otherwise available to the City at law or in equity. Bidder 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. Bidder 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 16 or otherwise available to the City at law or in equity.

19. 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. 16-92 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. All City employees presented with gifts or gratuities as indicated in Executive Order 16-92 have been instructed to report these actions to the appropriate authorities. 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 10-102 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 §20-608.

20. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 15 and/or Section 16..

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

22. TAX REQUIREMENTS. Any contractor, or vendor of goods, wares and merchandise, or purveyor of services, who bids on and is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City

and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes "doing business" in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

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

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

23. 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 this Invitation and Bid. The successful bidder, or other entity contracting with the City is referred to below as the "contractor".

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

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

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of

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

24. ASSIGNMENT. The successful bidder shall not assign the contract resulting from this 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.

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

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

b. In the performance of any contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have)

any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any contract resulting from this 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 18 Pa.C.S. Section 4904.

**BIDDER MUST SIGN BID on
Page 8 of 8 of Conditions of Bidding**

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 (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 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 effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in the Invitation and Bid and/or this page.

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$25,000, date and sign the bid here, with original signatures, in ink.

This _____ day of _____ 200__

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

If bid is by 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 _____ 200__

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or a 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

(Asst. City Solicitor)

(Acting Procurement Commissioner)



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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



CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you after the contract has been fully executed, at a **fee of \$10.00** 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 4756.

BID RESULTS REQUEST FORM

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

PLEASE NOTE INCREASED FEE

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

- Check or Money Order payable to "City of Philadelphia";
- A self-addressed stamped envelope which is **at least 9 1/2" x 12 1/2" or larger** for each Bid requested.

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

Mail Request To:

The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B, MSB
Philadelphia, PA 19102-1685

Do Not Send Cash

<i>Internal Use Only:</i>	
Date Request Received:	Check Type:
Date Bid Result(s) Mailed:	Check Number:
Initials:	Check Amount \$



CITY OF PHILADELPHIA

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

Janet Hagan
Acting Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2006 – June 30, 2008

(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 \$25,000 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 \$25,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2006 to June 30, 2008**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "**City of Philadelphia**". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2006 – 2008** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/06 to 6/30/08
(NO PERSONAL CHECKS)

Internal Use Only

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



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685
(215) 686-4750
FAX (215) 686-4728

JANET HAGAN
Acting Procurement Commissioner

December 1, 2006

Dear Vendor:

Effective **February 1, 2007**, the City of Philadelphia, Procurement Department, will be implementing the following change regarding vendors' Bid Security Checks.

Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors original bid security checks will no longer be returned. Instead, the City will issue a check to those vendors, in the amount of the security deposit, after the contract award and/or contract conformance.

The City of Philadelphia will continue to enroll interested Service, Supplies and Equipment vendors in the Master Bid Security Program. To participate in the program, vendors can obtain an application by going to www.phila.gov/bids and clicking on July 1, 2006 to June 30, 2008 under Master Bid Security.

Sincerely,

Janet Hagan
Acting Procurement Commissioner



C I T Y O F P H I L A D E L P H I A

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

Vincent Jannetti
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

OFFICE OF THE DIRECTOR OF FINANCE
Room 1330 Municipal Services Building
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

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's 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.

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 new system, please e-mail us using the question and comment field provided on the site.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent J. Jannetti'.

Vincent J. Jannetti
Acting Director of Finance