



# Oil, Gas Burner & Boiler Maintenance Service and Repairs S7Z62290

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**  
Required by: **Various Departments**

**Bid Opening Date:** November 16, 2016  
**Bid Opening Time:** 10:30 AM Philadelphia Local Time  
**Location for Bid Opening:** MUNICIPAL SERVICES BUILDING - ROOM 170A  
1401 JFK BOULEVARD, PHILADELPHIA PA 19102  
**Buyer:** F. Johnson  
**Spec. Writer:** J. Washington

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

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

## Bid is Best and Good Faith Efforts.

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

### GENERAL INFORMATION

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

### BID QUESTIONS

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

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

Bid Security Fee    Yes    No    Method (if paid with bid) \_\_\_\_\_ Check or M/O # \_\_\_\_\_

Bid Processing Fee    Yes    No    Method \_\_\_\_\_ Check or M/O # \_\_\_\_\_

Trevor Day  
Procurement Commissioner

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## **SECTION 1: GENERAL BID SUBMISSION**

### **1.1 TITLE: Oil, Gas Burner & Boiler Maintenance Service and Repairs**

#### **SCHEDULE NO: 40**

**1.2 CONTRACT TERM:** Date of Award through twelve months (“Initial Term”), with an option to renew for up to two (2) additional one (1) year periods, with the final renewal period ending 6/30/2020 (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

1.2.2 If an individual Performance Bond and/or Payment Bond required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, 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 19, Default, of the attached Terms and Conditions of Bidding and Contract.

### **1.3 CONTRACT TYPE: REQUIREMENTS**

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

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A minimum is not guaranteed. Purchase orders issued as a result of this bid will be for services to be provided generally on an as-needed basis. Successful bidders are cautioned not to perform any services without first being advised to do so by the ordering agency.

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

Materials or service 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 obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful bidder may be required to furnish an Individual Performance Bond in addition to a Performance Security Fee to cover units awarded to him.

- 1.4 **METHODOLOGY OF ACQUISITION: PURCHASE OF SERVICE** only.

- 1.5 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for Oil, Gas Burner & Boiler Maintenance Service for the various City agencies and departments as specified herein during the contract period.

- 1.6 **BID SECURITY**

- 1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's New Annual Bid Security Program. The program covers the time period from **July 1, 2016 – June 30, 2017**. All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**\$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order. The fee should be submitted, under separate cover, to the attention of "**Annual Bid Security Program**" at least one day prior to the first bid that the bidder wants covered under the program.

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If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**\$100.00**) made payable to "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract".

**1.7 BID INFORMATION:**

- 1.7.1 All information concerning this bid will be contained in this Invitation and Bid document as issued or amended.
- 1.7.2 Information provided verbally by any City official shall not be binding or relevant, or in any way considered to be a commitment by the City. The City will provide, in writing any clarifications, changes, and or other Information deemed to be necessary.

**1.8 BID SUBMISSION:**

- 1.8.1 All bids submitted to the City of Philadelphia must adhere to all bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.
- 1.8.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1<sup>st</sup> Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.
- 1.8.3 Bidders must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- 1.8.4 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.

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

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

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

1.8.8 **LOCAL BIDDING PREFERENCE**  
In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a local bid preference<sup>1</sup>. In order to determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity (“LBE”) at the time of the bid opening.

**IS YOUR COMPANY LBE CERTIFIED PLEASE CHECK YES OR NO.**

**YES**       **NO**

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

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

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

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

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

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

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1.8.9      **CONTACT PERSON(S):**

**PRE-AWARD:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

**State Company Web Site Address:** \_\_\_\_\_

**POST-AWARD:**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

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**1.9 BIDDER QUALIFICATION:**

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

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

1.9.2 **The bidder(s) and any subcontractor(s) (as applicable) must be a National Boiler Inspection Code (NBIC) R Stamp Holder and shall submit a copy of their current certificate with the bid. R Stamp Certificate must be kept current during the life of the contract (to include any/all renewal periods).**

1.9.3 Bidder(s) must supply 24 hours a day, seven (7) days a week service within two (2) hours of notification by the City.

1.9.4 Bidder(s) must possess all tools, equipment, instruments and supplies necessary to perform the required services.

**1.9.5 COMPETENCE OF BIDDER**

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

Bidders must have, at the time of the bid opening, a minimum of five (5) certified boiler technicians, certified on any of the following burners: Power Flame, Carlin, Webster or Beckett working for their business. Bidders shall submit copies of the certifications with their bid.

All service technicians providing service under this contract on Oil & Gas Burner Maintenance systems shall have successfully completed training on the subject.

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Vendor may ONLY dispatch technicians to the City that are skilled at installing, repairing, servicing, inspecting and testing such boiler systems in accordance with ASME Boiler & Pressure Vessel Codes for this scope of work.

Bidder shall furnish, on a separate attachment, the names of all Directly Employed personnel they intend to utilize during the life of this contract and the training and experience levels that the listed personnel have achieved. Failure to submit the requested attachments of all personnel to be utilized during the term of the contract may disqualify your bid.

Bidder must not have failed to complete one or more former contracts or have a record of unsatisfactory installation or service. No bid will be awarded to any company that is in arrears or is in default with the City of Philadelphia upon any debt or contract; or that is a defaulter as security or otherwise, upon any obligation to said City of Philadelphia; or has failed to perform faithfully on any previous contract with the City of Philadelphia.

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**SECTION 1:**

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

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

**SECTION 2:**

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

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

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

**1.10 NON-MANDATORY SITE INSPECTIONS**

1.10.1 Non-Mandatory site inspections will be held for all interested parties. Bidders shall contact individual(s) listed as the contact person(s) for each specific department in Section 2.14 of the bid document to schedule non-mandatory site inspections.

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- 1.10.2 The purpose of this inspection is for the prospective bidders to examine in detail the sites and equipment covered under this bid; the bidders shall prepare their bid quotation with due regard to the condition of the site(s) and equipment to be covered hereunder.
- 1.10.3 It shall be the responsibility of each bidder to make a thorough examination of the entire system at each location described in this Invitation and Bid, prior to submission of a bid quotation for the services, to ascertain any and all conditions which may affect operations and to submit as part of their bid a report of findings, together with any recommendations considered necessary to place the equipment in first-class operating condition. The cost, if any, associated with bringing the equipment up to first-class operating condition shall be amortized into bidder's monthly maintenance cost. There shall be no additional costs above the monthly cost.
- 1.10.4 Prior to submission of a quotation and throughout the duration of the work, the successful bidder shall give prompt notification in writing to the City Procurement Department of any regulations or requirements known to be in process which may affect the acceptability of the completed work.
- 1.10.5 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 condition affecting the work.
- 1.10.6 Bidder's shall submit with their bid a report of the condition of the equipment.
- 1.10.7 If prospective bidders do not wish to visit the various sites, the contractor awarded the bid will still be responsible for any and all conditions which may affect operations of the equipment listed in the bid. No extra costs will be allowed for items within the scope of the bid.

**SECTION 2: SPECIFICATIONS**

**2.1 SCOPE OF CONTRACT**

- 2.1.1 This contract shall include monthly maintenance, inspections, repair, replacement, reporting, testing, boiler cleaning and emergency services required to bring up to and maintain designed conditions of the Oil and Gas Burners and controls for the locations specified herein in accordance with Procurement Department Specification #26-B-1h:12 and Appendix A or latest revision thereof.

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2.1.1.1 Should there be a conflict between the Procurement Specification and the requirements of this bid, the Invitation and Bid Specification shall prevail. Appendix A of the Procurement Specification is to be used as a general guide.

2.1.2 The successful bidder shall supply all equipment and perform all work in accordance with the latest requirements of any code(s) which may govern the requirements of the work under this contract.

2.1.3 The service shall consist of all labor, parts, tools and equipment necessary to provide inspection, repairs, and/or replacement of parts and components and complete maintenance to satisfy the requirements of this contract.

2.1.4 All work performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair parts shall have the standard manufacturer's warranty for that part enforced. During the warranty period, there shall be no additional charges to the City for labor or parts on the specific equipment repaired.

## 2.2 **SUPERVISION OF PERSONNEL**

2.2.1 The City reserves the right to deny access to any employee of the successful bidder when advance notice is not received.

2.2.2 The successful bidder shall supervise all service personnel so that at all times they present a neat appearance and their movement in the buildings are within the requirements of their work.

2.2.3 The City may assign a representative to accompany the service personnel.

### 2.2.4 **Contractor's Personnel**

2.2.4.1 All personnel shall be physically able to perform their assigned work and shall be free from any communicable disease.

2.2.4.2 All personnel shall be capable employees, thoroughly trained and qualified in the work assigned to them. Throughout the life of the contract, all contractor personnel providing on-site service must meet all requirements for training, certification and licensing. Uncertified individuals working under the supervision of a certified repair service person will not be permitted to provide service under the terms of this contract.

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- 2.2.4.3 Contractor must agree to assign only personnel with the qualifications as specified in paragraph 1.10 to any one location or locations specified in the bid document, and to maintain the continuity of the personnel qualifications throughout the contract.
- 2.2.4.4 All personnel must observe all regulations in effect at the City Agency. While on City property, employees shall be subject to the control of the City, but under no circumstances shall such persons be deemed to be employees of the City. Contractor(s) shall not represent themselves as employees of the City.
- 2.2.4.5 The Procurement Commissioner in conjunction with any City department may request the contractor to transfer from the work crew employees who are found to be incompetent, prone to excessive tardiness, absenteeism or theft.
- 2.2.4.6 The contractor's employees shall be subject to such security clearance as the City deems is required.
- 2.2.4.7 The contractor shall require that all of his/her employees wear suitable uniforms during the time that they are on City property, identifying the employee as being in the employ of the contractor. Also, each employee must carry an identification badge or card to present for admittance into a building or other property after official working hours of the building or property's occupants. The contractor shall determine and provide additional personal protection equipment required for the safe performance of work.
- 2.2.4.8 The contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or using telephones or other office equipment provided for official City use.

### 2.3 **NOTIFICATION OF SERVICE**

- 2.3.1 The successful bidder shall notify the designated department representative at least twenty-four (24) hours in advance to schedule work under this contract. Work performed in response to an emergency service call is exempt from these requirements.

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2.3.2 **Total Shutdown:**

The successful bidder shall obtain permission from the requesting department's contact person(s) at least twenty-four (24) hours in advance for all scheduled work which will require a total shutdown of the Oil Burner system in a particular building.

2.4 **SPECIAL CONDITIONS**

2.4.1 **Occupied Buildings**

2.4.1.1 In occupied buildings, ensure that normal routine can carry on while work is being done.

2.4.1.2 Take proper care to avoid unnecessary noise, clutter or obstruction in the building, and arrange for storage of materials and tools where they will cause minimum inconvenience.

2.4.1.3 Where excessive noise or obstruction is unavoidable, contact the designated department representative ahead of time to make suitable arrangements.

2.4.2 **Vacancy**

Any facility vacated during the life of this contract may be removed from this contract by the City with written notice to the successful bidder thirty (30) days prior to the date of removal. At the time of removal the amount awarded shall be reduced by the monthly amount bid for the facility removed times the number of months remaining on the contract.

2.5 **SAFETY**

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

2.6 **CONTRACT INSPECTIONS**

The successful bidder shall participate at no additional charge to the City in annual comprehensive inspections of work performed to date. The inspection shall be done by individuals selected and paid for by the City.

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## 2.7 WORK SITE MAINTENANCE

The successful bidder shall remove all rubbish as fast as it accumulates, keeping the building and premises clean during the progress of the work. Upon completion of work, vendor shall remove from the site all tools, equipment, surplus and discarded materials, including debris, dirt, existing materials and rubbish accumulated as a result of the repair service. The vendor shall leave site in a neat and presentable condition.

## 2.8 MEETINGS

The successful bidder shall meet with City Agency personnel to discuss matters pertaining to this contract when requested by the ordering department.

## 2.9 REPORTING

### 2.9.1 Monthly Report

The successful bidder shall submit to the ordering department a monthly summary report detailing the condition of the equipment, making recommendations for maintenance, and including a copy of each work ticket (See Procurement Dept. Spec.) produced during the month. Each report shall be submitted on or before the fifth day of the following month.

2.9.2 Additionally, if prior to, or during the course of carrying out the work, items are discovered which are unsafe, or which may cause unsatisfactory operation, the successful bidder shall bring such matters to the attention of the Building Maintenance Supervisor without delay.

### 2.9.3 Malfunction Report:

The successful bidder(s) shall furnish a malfunction incident report to the City upon completion of each service call. The report shall include, at a minimum, the following:

- date and time notified
- date and time of commencement of work
- type and model number(s) of equipment
- time expended for repair
- description of repair necessity
- list of parts replaced

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2.9.4

**Service Records:**

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

**2.10 ROUTINE SERVICE**

2.10.1

The successful bidder(s) shall perform all routine maintenance during normal business hours, (refer to Section 2.15 for individual departments normal business hours), Monday through Friday, excluding City Holidays. Exception can be made with the consent of the Building Maintenance Supervisor or designated department representative. There shall be no extra cost for such service.

Note: City Holidays include the following: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

2.10.2

**First-Class Condition**

The successful bidder shall bring up to and maintain the equipment in first class running condition (where applicable). The successful bidder shall follow the original equipment manufacturer's current recommended maintenance schedule as a minimum. It shall be the responsibility of the Contractor, upon the termination date of the contract, to leave the equipment in first-class operating condition.

2.10.3

**Monthly Inspections and Maintenance**

The successful bidder shall provide all labor necessary to perform at each installation one inspection and maintenance per machine per month as outlined in this section.

2.10.4

The successful bidder shall furnish a service receipt for all work performed and fully state on this service receipt to the responsible person at each location listed in this Invitation and Bid, the nature of the work performed.

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**2.11 Emergency Service:**

The successful bidder(s) shall provide emergency service, as needed, between inspections to the City twenty-four (24) hours per day; seven (7) days per week.

Response time shall be two (2) hours from the time vendor is contacted by City personnel requesting service. This service shall be covered under the Labor and Materials pricing section 5.7.

**Telephone:** \_\_\_\_\_ **Cellular Phone:** \_\_\_\_\_

**2.12 PARTS**

2.12.1 This parts coverage list is only a sample and is not intended to be all inclusive, but includes the repair or the replacement of the following items:

2.12.1.1 PARTS NOT ASSOCIATED WITH THE BOILER BUT ARE NEEDED FOR PRIMARY HEATING SYSTEM:

**CONDENSATE TANK PARTS**

1. Motor Belts, bearings
2. Modulating valves - 2 & 3 way.
3. Zone valves - high and low voltage.

**GAS FIRED BOILERS**

1. Primary & secondary pumps
2. Mechanical float assemblies
3. Alternate relays
4. Make-up fresh water float valve
5. Main Pump controller on boiler
6. Starters for the pump

**2.12.2 Parts and Materials**

All parts and materials supplied by successful bidder under the contract resulting from this Invitation and Bid shall be new, first quality products meeting original equipment manufacturer (OEM) specifications, but are not required to be provided by the OEM.

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**2.13 ADDITIONAL SERVICE**

- 2.13.1 Repairs to include patching or replacement of boiler refractory and repairs to boiler tubes or retubing. Successful bidder shall be capable of re-pouring rear door boilers.
- 2.13.2 The successful bidder may be asked to perform a periodic inspection of the pressure vessel by an authorized boiler inspector.
- 2.13.3 Technical requirements to be performed on a monthly basis as required by the City and in accordance with Procurement Department Specification #26-B-1h:12.

**2.14 DEPARTMENTS AND CONTACT PERSONS**

- 2.14.1 The locations listed below are in no way to be considered all inclusive. Locations will appear on purchase orders issued as a result of the contract resulting from this Invitation and Bid.

<u>DEPARTMENT</u>	<u>NAME/TITLE</u>	<u>TELEPHONE NO.</u>
POLICE DEPARTMENT	Deborah McKee	215-686-4563
PRISONS	Willie Lewis Prisons Maintenance Service Director	215-685-8490
PARK AND RECREATION	Frank Fabey Park Facilities Mgr.	215-683-3627
FIRE DEPARTMENT	Deborah McKee	215-686-4563
PUBLIC PROPERTY	Deborah McKee	215-686-4563
HEALTH DEPARTMENT	Tom O'Neill	215-685-0851
CITY HALL	Deborah McKee	215-685-4563
STREET DEPARTMENT	See Section 2.15.6.5 for Contacts	

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## 2.15 SPECIFIC REQUIREMENTS FOR VARIOUS ORDERING DEPARTMENTS

### 2.15.1 DEPT. OF PUBLIC PROPERTY, BUILDING SERVICES DIVISION.

For burners under the supervision of the Dept. of Public Property, the successful bidder, will be required to submit, on a weekly basis, a list of locations inspected and serviced during the pre-heating season period during the months of July and August. This list shall be furnished once weekly and forwarded to the Facilities, Management Division, Room 796, City Hall. The list must indicate the nature of work performed at each location in accordance with preheating season requirements. (See Procurement Department Specification 26-B-1h:12 attached).

Normal business hours for Public Property Facilities Personnel are 8:00AM to 4:30PM, Monday through Friday, excluding City holidays.

2.15.1.1 In addition to the Standard Procurement Department Specification, In-Season Service Reports shall also be furnished to Department of Public Property regarding the following locations:

2.15.1.1.1 All Police & Fire Stations, Public Property, and Fleet Management Shops; and other service buildings.

2.15.1.2 Annual boiler service for the below listed locations and equipment for Public Property: Pre-heating season July 1<sup>st</sup> to September 30<sup>th</sup> requirements:

All services within this scope must be completed before September 30<sup>th</sup> of each year and upon completion of the annual boiler test and cleaning, submit a written report on all boilers.

1. Service provided shall include all labor, materials and equipment required to make all adjustments and repairs necessary to place the boiler in a safe and up to code operating condition.
2. Fireside cleaning on all hot water boilers and steam boilers
  - A. Open Flue door
  - B. Wire brush clean between the sections
  - C. Vacuum clean soot and loose debris from flue passages and combustion chamber
  - D. Vacuum clean flue pipes, including chimney base, and inspect condition
  - E. Close and seal flue door and sections; clean out with high temperature rope or blanket insulation

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3. Waterside (All Boilers)
  - A. Drain boiler
  - B. Flush clear any sediment
  - C. Inspect waterside, note and report any anomalies
  - D. Open, flush and inspect all low water cut outs on steam and hot water boiler
  - E. Remove old gaskets and clean all gasket surfaces and install new gaskets
  - F. Fill boiler to normal operating level and check for leaks
  
4. Steam and Hot Water Boilers; check all limits, safety controls and safety relief valves and clear all sight glasses
  
5. Conduct a combustion and thermal efficiency test on boilers:
  - A. Check stack gas temperatures at the connection between boiler and the flue or chimney, and record
  - B. Check percent by volume of carbon dioxide (CO<sub>2</sub>) and carbon monoxide (CO) in the location where the temperature is taken, and record.
  - C. Perform a smoke test conducted as a soot spot test on paper filters. Values of this test shall be reported as Ringleman or Bacharach numbers.
  - D. Adjust the air/fuel ratio so that no more than 21% by volume excess air and no more than 0.2% by volume CO is present in the flue gas.
  - E. Combustion reports are to be filled out and submitted to Public Property's Plumbing Group Leader for his records.

2.15.1.3 LOCATIONS:

1<sup>st</sup> DISTRICT AND ENGINE 60  
24<sup>th</sup> & WOLF ST.  
WEIL-McLAIN HOT WATER BOILER  
MODEL#LGB-11 BTU 1,430,000

6<sup>th</sup> DISTRICT. 11<sup>th</sup> STREET.  
235 N. 11<sup>TH</sup> STREET  
1-WEIL-McLAIN STEAM BOILER  
MODEL#LGB-10 BTU 1,170,000

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8<sup>th</sup> DISTRICT  
ACADEMY & RED LION RD  
1-H.B.SMITH HOT WATER BOILER  
MODEL#6300-SW-11 BTU 750,000

16<sup>th</sup> DISTRICT  
39<sup>th</sup> & LANCASTER AVENUE  
1-WEIL-McLAIN HOT WATER BOILER  
MODEL# JB-8 BTU 1,750,000

17<sup>th</sup> DISTRICT & ENGINE 24  
20<sup>th</sup> & FEDERAL ST.  
1-WEIL-McLAIN HOT WATER BOILER  
MODEL#LGB-10 BTU 1,700,000

18<sup>th</sup> DISTRICT  
55<sup>th</sup> & PINE ST.  
1-WEIL-McLAIN HOT WATER BOILER  
MODEL# MGB-6 BTU 850,000

22<sup>nd</sup> & 23<sup>rd</sup> DISTRICT  
17<sup>th</sup> & MONTGOMERY ST.  
2-PEERLESS HOT WATER BOILERS  
MODEL#211-A-08WI BTU 1,470,000

26<sup>th</sup> DISTRICT  
GIRARD & MONTGOMERY AVENUE  
1-WEIL-McLAIN STEAM BOILER  
MODEL# 1,088,000

35<sup>th</sup> DISTRICT & ENGINE 51  
BROAD & CHAMPLOST ST.  
1-MULTI-TEMP HYDRO THERM HOT WATER BOILERS  
MODEL# VMR-1800 BTU 1,800,000

39<sup>th</sup> DISTRICT  
2201 W. & HUNTING PARK AVENUE  
1-WEIL-McLAIN HOT WATER BOILER  
MODEL# LGB-20 BTU 2,470,000

ENGINE 1,  
711 SOUTH BROAD ST.  
1-H.B.SMITH HOT WATER BOILER  
MODE# GB-300 BTU 700,000

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ENGINE 3,  
200-10 MOYAMENSING & WASHINGTON ST.  
2-WEIL-McLAIN HOT WATER BOILERS  
MODEL #PFG-7 BTU 366,000

ENGINE 6,  
2601 BELGRADE ST.  
3-WEIL-McLAIN HOT WATER BOILERS  
MODEL# EGH-125 BTU 550,000

ENGINE 7,  
3798 KENSINGTON AVENUE  
3-WEIL-McLAIN HOT WATER BOILERS  
MODEL# PFG-6P1 BTU 325,000

ENGINE 10,  
12<sup>th</sup> & REED ST.  
1-WEIL-McLAIN HOT WATER BOILER  
MODEL# LGB-9 BTU-1,040,000

ENGINE 13,  
1541 PARRISH ST.  
1-WEIL- McLAIN STEAM BOILER  
MODEL# LGB-11 BTU- 1,300,000

ENGINE 16  
1517 BELMONT AVE. & VIOLA ST.  
1- H.M. SMITH HOT WATER BOILER  
MODEL#GB-300 SW-9INT BTU- 800,000

ENGINE 18  
8205 ROOSEVELT BOULEVARD  
1- HYDRO THERM HOT WATER BOILER  
MODEL# R300B BTU- 300,000

ENGINE 19  
300 E. CHELTEN AVENUE  
1-WEIL-McLAIN HOT WATER BOILER  
MODEL# LGB-6 BTU- 650,000

ENGINE 20  
133 N. 10<sup>TH</sup> STREET  
2- WEIL- McLAIN HOT WATER BOILER  
MODEL# PFG-6 BTU-305,000

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ENGINE 25  
2931BOUDINOT STREET  
1-H.B. SMITH HOT WATER BOILER  
MODEL# CC-12-W BTU- 825,000

ENGINE 27,  
1901 OXFORD STREET  
2- WEIL- McLAIN HOT WATER BOILERS  
MODEL# PFG-6 BTU- 305,000

ENGINE 29,  
400 W. GIRARD AVENUE  
1- WEIL- McLAIN HOT WATER BOILER  
MODEL# EGH-115 BTU- 500,000

ENGINE 33,  
4750 RICHMOND STREET  
2- WEIL-McLAIN HOT WATER BOILER  
MODEL# PFG-7-PI BTU-360,600

ENGINE 34,  
1301 N. 28<sup>th</sup> STREET  
1- WEIL-McLAIN HOT WATER BOILER  
MODEL# LGB-9 BTU- 1,040,000

ENGINE 35,  
4208 RIDGE AVENUE  
1- H.B. SMITH HOT WATER BOILER  
MODEL# G300-SW-10 BTU- 675,000

ENGINE 38,  
4960 LONGSHORE AVENUE  
2- WEIL- McLAIN HOT WATER BOILERS  
MODEL# PFG-7-PI BTU- 360,600

ENGINE 43,  
2108 MARKET STREET  
3- WEIL-McLAIN HOT WATER BOILER  
MODEL #M-GV-5 BTU- 140,000

ENGINE 44  
3420 HAVERFORD AVENUE  
2- WEIL-McLAIN HOT WATER BOILERS  
MODEL# PFG-7-PIN BTU- 366,000

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ENGINE 46,  
9197 FRANKFORD AVENUE  
1- WEIL- McLAIN HOT WATER BOILER  
MODEL# FBH-125 BTU- 400,000

ENGINE 47  
3023 GRAYS FERRY AVENUE  
1-WEIL-McLAIN HOT WATER BOILER  
MODEL# LGB-8 BTU- 630,000

ENGINE 53  
414 SNYDER AVENUE  
1-WEIL-McLAIN HOT WATER BOILER  
MODEL# PFG-6-PI BTU- 300,000

ENGINE 55  
4000 N. FRONT ST.  
1- PEERLESS HOT WATER BOILER  
MODEL# 1707-W BTU-1,020,000

ENGINE 57, 5559 CHESTNUT ST.  
1- WEIL- McLAIN HOT WATER BOILER  
MODEL# PF-7 BTU-390,000

ENGINE 58  
812 HENDRIX ST.  
1- HYDRO-THERM HOT WATER BOILER  
MODEL# R300B BTU-300,000

ENGINE 61  
5334 RISING SUN AVENUE  
1- WEIL-McLAIN STEAM BOILER  
MODEL# LGB-11 BTU- 1,300,000

ENGINE 63  
1210 OAK LANE AVENUE  
1-WEIL- McLAIN STEAM BOILER  
MODEL# LGB-11 BTU- 1,300,000

ENGINE 64  
6000 RISING SUN AVENUE  
1 -H.B. SMITH STEAM BOILER  
MODEL# G300-SW-10 BTU-675-000

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ENGINE 68  
801 S. 52<sup>nd</sup> STREET  
1- H.B. SMITH HOT WATER BOILER  
MODEL# G-300-SW-11 BTU- 750,000

ENGINE 69  
8201 TINICUM AVENUE  
2- WEIL- McLAIN HOT WATER BOILERS  
MODEL# PFG-7-PIN BTU-366,000

ENGINE 70  
4800 LANGDON ST.  
1- WEIL- McLAIN STEAM BOILER  
MODEL# MLGB-12 BTU- 1,430,000  
MODEL# LGB-11 BTU-1,300,000

ENGINE 72,  
1127 WEST LOUDEN ST.  
1- WEIL- McLAIN STEAM BOILER  
MODEL# LGB-9 BTU 1,040,000

LICENSE & INSPECTIONS  
RISING SUN & BENNER ST  
1-H.B. SMITH STEAM BOILER  
MODEL# G300-SW-10 BTU675,000

**2.15.2 CITY HALL**

- 2.15.2.1 The bidder shall submit a bid to cover the materials and labor costs to provide maintenance services for the boiler system located in City Hall as described in Section 2.15.2.16 below. The bid shall be based on the tasks listed in the table in this Invitation and Bid. The table defines what tasks are to be performed, how frequently they shall be performed and whether the task shall be the successful bidder's responsibility or that of an operator employed by the City of Philadelphia.
- 2.15.2.2 In addition to the tasks listed in Appendix B, the successful bidder shall provide the following services:

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- 2.15.2.2.1 Obtain from the boiler system equipment manufacturers all sets and calibrations required for each piece of equipment.
- 2.15.2.2.2 Prepare a list of all spare parts required for all the boiler system equipment. (See also Section 2.15.2.15.9)
- 2.15.2.2.3 Prepare a list of special tools required to maintain, install and or calibrate the boiler mechanical, electrical and control equipment and components. (See also Section 2.15.2.15.9)
- 2.15.2.2.4 Prepare a maintenance schedule based on the table in Appendix B.
- 2.15.2.2.5 Provide a storage facility for all spare parts and special tools. The inventory shall be in a secured off-site location. The type and quantity of spare parts will be determined by the maintenance scheduled, as mentioned above.
- 2.15.2.2.6 A reasonable inventory of spares is required in anticipation of unscheduled outages and consistent with the 9000 hours continuous service criteria. The successful bidder shall institute a parts and tools allocation control system that can readily be auditable by the City of Philadelphia or its designee.

2.15.2.3 **Duration of Contract**

The successful bidder's cost shall be base on providing preventive maintenance program for a period of one year. The successful bidder shall participate in two scheduled annual outages; the first is to occur on or about November 15th and the second shall be approximately one year later, as prescribed by the maintenance schedule.

At the end of one year and in the event the maintenance contract is not renewed, the bidder shall include, as part of this contract, provisions to transport all special tools and remaining spare parts to a location designated by the City of Philadelphia.

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2.15.2.4 **Boiler Maintenance**

2.15.2.4.1 The Maintenance Contractor shall be responsible for providing maintenance to ensure that the boilers shall be clean and tight.

2.15.2.4.2 The Maintenance Contractor shall provide a staff to keep clean all boiler interior and exterior surfaces of the tubes, shell and drums, as well as walls, baffles and combustion chamber

2.15.2.4.3 The Maintenance Contractor shall provide a staff to ensure the leak tightness of all pressurized sections of the boiler, as well as the flue gas side of the boilers.

2.15.2.4.4 A daily log of pressure, temperature and other gauge data shall be prepared by the City Operator and will be made available to the Maintenance Contractor who will monitor variances in boiler performance and plan boiler maintenance to avoid any serious problems.

2.15.2.5 **Boiler Refractory**

The refractory shall be inspected for cracks and spalling. The Maintenance Contractor shall prepare a schedule, as well as the materials and labor to repair existing refractory and install new refractory, as required.

2.15.2.6 **Burner**

The Maintenance Contractor shall prepare a schedule for maintaining the burner system of each boiler. The schedule shall be consistent with the checklist in Appendix B, which requires the periodic checking of oil nozzles, igniters, electrodes and internal burner parts. The schedule shall also include a program for the periodic adjustment of spark gaps and nozzle openings. The program shall include a cleaning schedule for all burner components consistent with the manufacturer's instruction manual.

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2.15.2.7 **Idle Boiler Maintenance**

The Maintenance Contractor shall provide the materials and labor to lay-up idle boilers when seasonal demand drops off. The contractor shall clean and prepare the boiler(s) for lay-up, the water side shall be cleaned and the unit should be fired to drive off gases. The fire side shall be cleaned and fire side metal surfaces shall be protected from damage. Oil lines shall be drained and flushed of residual oil.

2.15.2.8 **Boiler Restart**

The Maintenance Contractor shall provide the materials and labor to prepare an idle boiler in laid up for restart. The boiler shall be restarted by the Maintenance Contractor following the recommended start-up procedures in the operating manual supplied by the boiler manufacturer. The boiler shall not be restarted without a City Operator being present.

2.15.2.9 **Boiler Feedwater Pumps Maintenance**

The Maintenance Contractor shall prepare a schedule for maintaining the boiler feedwater pumps which are supplied as part of the deaerator package.

The schedule shall be consistent with the checklist in Appendix B, which requires the periodic checking of pump leakage, abnormal noise level, vibration, reduced head across the pump, high motor temperature, drop in winding resistance.

2.15.2.10 **Deaerator Maintenance**

The Maintenance Contractor shall prepare a schedule for maintaining the deaerator package. The schedule shall be consistent with the checklist in Appendix B, which requires: The periodic checking of recirculation pump leakage, abnormal noise level, vibration, reduced head across the pump, high motor temperature and drop in winding resistance.

Periodically check for leakage around gauges, instrument connections and piping connected to the deaerator vessel.

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Periodically check the performance of the deaerator by sampling and performing an oxygen analysis on the exiting boiler feedwater.

**2.15.2.11 In-Service Maintenance**

2.15.2.11.1 The Maintenance Contractor shall submit at the time of the award of the contract, a plan for coordinating the efforts of its staff with the City's operating staff to ensure the continuous availability of the boiler system. The Maintenance Contractor will advise Public Property of the provisions made for making staff and materials available for the daily operation of the boiler system.

2.15.2.11.2 Lubrication of rotating equipment, chemical and brine makeup, as well as other tasks listed in Appendix B should be considered part of the in-service maintenance program.

2.15.2.11.3 The maintenance contractor shall have a Work Order program to obtain Public Property's approval to proceed with maintenance work, system modifications that are associated with significant capital expenditures or with work under hazardous conditions. (See Also Section 2.15.2.15.8)

**2.15.2.12 Annual Outage**

2.15.2.12.1 The bidder shall submit to the Dept. of Public Property for approval, a schedule for Maintenance activities to be performed during the annual outage (shutdown) of the boiler system. Although an annual outage will focus on equipment repair, the schedule shall be based on the tasks listed in Appendix B.

2.15.2.12.2 During the first outage, the Maintenance Contractor shall perform a complete inspection of the boiler system equipment, recommend repairs and establish a baseline for future annual outages.

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The database resulting from the first outage will be documented by the Maintenance Contractor and will be used to monitor the maintenance history of all components in the boiler system.

2.15.2.12.3 During the scheduled outage, the Maintenance Contractor shall perform the following:

2.15.2.12.3.1 Chemical cleaning to remove water-side deposits.

2.15.2.12.3.2 Inspect the gas-side to detect possible signs of overheating of tubes, such as tube swelling, blistering, warping.

2.15.2.12.3.3 Inspect the furnace walls and tubing surfaces for erosion or corrosion.

2.15.2.12.3.4 Detection of tub misalignment due to warping.

2.15.2.12.3.5 Detection of soot formation on tubes indicating the need or adjusting or repairing the combustion control system.

2.15.2.12.3.6 Inspection of refractory and repair of damage.

**2.15.2.13 Forced Outage**

2.15.2.13.1 In the event of a forced outage resulting from unanticipated equipment or component failure, the Maintenance Contractor shall prepare a contingency plan to minimize duration and cost impact of the outage, such as the availability of spare parts or equipment, equipment rental or equipment borrowing. The bidder shall include as part of their bid a summary description, including costs, for rectifying the following forced outages:

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- Fuel oil supply interrupted.
- Natural gas supply interrupted.
- Burner malfunction
- Boiler feedwater flow interrupted
- Boiler tube failure

2.15.2.13.2 In the event of a forced outage, the Maintenance Contractor shall have a qualified staff available in accordance with Section 2.15.2.15.

2.15.2.14 **Welding and Repair**

2.15.2.14.1 The bidder shall include in their bidsubmittal a statement that he is familiar with the National Board Inspection Code (NBIC) which provides guidelines for the repair and alteration of boilers and has ASME qualified welders on staff to make repairs on all boilers and pressure piping. Bidder shall also be a R-Stamp holder and should submit a copy of their current certificate with their bid. No subcontracting for the R-Stamp will be allowed.

2.15.2.14.2 The bidder shall include as part of their bid, the number of ASME qualified welders that will be assigned to this maintenance program.

2.15.2.14.3 The bidder shall include as part of their bid, a list of qualified agencies that will be used to independently inspect welds.

2.15.2.14.4 Prior to any welding, the bidder shall obtain from the City of Philadelphia a Burn Permit to allow City personnel to coordinate their activities with the welding contractor.

2.15.2.15 Organization, Documentation and Staffing

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2.15.2.15.1 The bidder's maintenance staff shall be on call 24 hours per day, 7 days per week and shall be on site within two (2) hours of an emergency call from the City.

2.15.2.15.2 The successful bidder shall establish a dedicated maintenance facility in close proximity to the boiler room. The facility shall be within an half (1/2) hour travel time of City Hall. The facility will have offices, change facilities, material staging area, work area and a storage area.

2.15.2.15.3 The offices will provide space for the successful bidder's administrative staff: manager, supervisors, secretary, accounting and clerk.

2.15.2.15.4 The change facilities will provide space for the successful bidder's maintenance staff to change and cleanup between shifts.

2.15.2.15.5 The material staging area will provide space for the successful bidder to:

-Receive spare parts and special tools required for maintenance.

-Ship out parts and equipment that require reworking at the manufacturer's facility.

-Receive and temporarily store equipment taken out of service for maintenance or repair.

2.15.2.15.6 The work area will provide space for the successful bidder to perform maintenance repair work on equipment taken out of service.

2.15.2.15.7 The storage area will provide space for the successful bidder to maintain for the duration of the contract a complete inventory of the necessary tools and spare parts to perform the necessary maintenance on the boiler system. See also Section 2.15.2.15.9 Spare Parts and Special Tools Handling.

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2.15.2.15.8 The successful bidder shall include as part of the maintenance program, a documentation system consisting of but not limited to:

-Pre-outage inspection documents containing a review of unit history, visual inspections and walk down while the boiler system was in operation; and a checkout list of thermocouples, pressure gauges, ignitors, fuel-burning equipment, safety valves in the system.

-Outage report summarizing the findings during the outage, such as:

Condition of pressure and non-pressure boiler component parts  
Corrosion Spare parts installed  
Refractory repair or replacement  
Equipment replacement

-Maintenance log on all boiler system equipment and components listing:

Date and time maintenance performed  
System status during maintenance: In service, forced outage, scheduled outage  
Labor hours required to perform maintenance  
Materials (Description and Quantity) required to perform maintenance

Spare parts and special tools inventory log as outlined in Section 2.15.2.15.9

Work Order authorization form as outlined in Section 2.15.2.11.3

**2.15.2.15.9 Parts and Special Tools Handling**

For the purpose of this Invitation and Bid Special Tools shall mean those tools either recommended by or supplied by an equipment or component manufacturer that is specifically required to maintain, calibrate and/or repair the equipment or component.

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- 2.15.2.15.9.1 The successful bidder shall itemize all parts and special tools necessary for maintenance of the boilers. The bidder will purchase parts, material, and special tools to ensure immediate repairs to the boilers. All materials and tools will be kept on site as City property. The City will reimburse the vendor for materials and tools. The Director of Facilities Mgmt., 686-4523, will designate a room in the basement for storage. The HVAC Group Leader, 215-686-4531, will be the custodian of materials, parts and tools.
- 2.15.2.15.9.2 A key will be made available to the vendor for off-hours access. The vendor must notify the Power Plant supervisor of any items removed during off-hours for accurate inventory control.
- 2.15.2.15.9.3 The Maintenance Contractor shall submit to the City of Philadelphia on a monthly basis a copy of the maintenance log as outlined in Section 2.15.2.15.8
- 2.15.2.15.9.4 The bidder shall include as part of their bid, the cost for packaging and shipping of all remaining spare parts and special tools to a destination assigned by the City of Philadelphia for their storage at the end of the contract.

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The remaining spare parts and special tools shall be inventoried by the Maintenance Contractor prior to shipping and a copy of the inventory shall be submitted to the City of Philadelphia for audit.

#### 2.15.2.16 **System Description**

The Boiler Room is located in the southeast portion of City Hall, located at the intersection of Broad Street and Market Street. The room houses three boilers, a deaerator, water softeners and chemical addition system.

##### 2.15.2.16.1 **Boilers**

Each Boiler is a 150 horsepower, packaged, balanced, two drum, watertube boiler manufactured by Universal Energy Corporation, International Boiler Works Division, Model No. BF150C-W12. Design Pressure is 200 psig. Steam output from & at 212°F is 5,175 lb/hr. The boiler is a duo-fuel boiler that is capable of using either No.2 fuel oil or natural gas in the burners.

Heating is supplied from 3 high-pressure steam boilers, 150 hp each, packaged, balanced, with 2 drums, water tubes, manufactured by Universal Energy Corporation, Model No. BF150C-W12. Burners have dual fuel capability. Deaerator is a Lockwood, Model 30AD-E with dual compartment atmospheric receiver tank; 3 boiler feed pumps each rated at 35 GPM at 250 FT (108 PSIG). Water softener chemical feed equipment installed.

##### 2.15.2.16.2 **Deaerator**

The deaerator is a skid mounted Lockwood, Model 30AD-E with dual compartments atmospheric receiver tank.

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The skid includes three (3) integrally mounted inline, centrifugal boiler feedwater pumps and one (1) inline, centrifugal recirculation pump which recirculates water from the deaerator vessel back in through the internal deaerating spray manifold. The units operating parameters are:

System output: 17,250 lb/hr.  
Heater output: 35 gpm from 140°F to 211°F with 60 psig minimum steam pressure.

Makeup capacity: 35 gpm at 40 psig water The boiler feedwater pumps are each rated at 23 gpm at 245 feet TDH. The recirculation pump is rated at 46 gpm at 70 feet TDH.

2.15.2.16.3 Boiler Feedwater Pumps (See Deaerator Above)

2.15.2.16.4 Water Softener to be provided by maintenance contractor. Conduct water softener analysis weekly.

2.15.2.16.5 **Chemical Feed System**

Water treatment to be provided by maintenance contractor.

2.15.2.17 **Emergency Service**

- A. The successful bidder shall also be required to supply emergency Repair service under this contract. Emergency shall be anytime beyond the regular eight (8) hour working day, 8 A.M. to 5 P.M., Monday-Friday; Saturdays, Sundays and City Holidays. Under any emergency condition, the contractor shall respond to the job site within two (2) hours after being notified by the City, in accordance with Section 2.15.2.15.1.
- B. Successful Bidder shall provide 24 hours a Service/7 Days a week within two (2) hours/of notification by the City.

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Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Beeper Number \_\_\_\_\_

2.15.2.18 **WARRANTY**

The successful bidder shall guarantee all parts and labor for a period ninety (90) days from the date of completion of work. During this period, the successful bidder shall provide service, repairs, adjustments and parts replacement to the City at no charge.

2.15.3 **PARKS AND RECREATION:**

The Successful bidder must advise the Deputy Commissioner of Recreation the Maintenance Division within 24-hours after the completion of every for job whether pre-season cleaning services or emergency work during the heating season.

The successful bidder shall present service receipt to the responsible person at that location (as listed in this proposal) for signature and then forward service receipt to the Building Maintenance Superintendent, Montgomery Drive Maintenance Shop, for processing. If no one is available at the location to sign the service receipt, it should be forwarded to The Building Maintenance Superintendent, with a notation to that effect.

Normal Business Hours for Parks and Recreation are 7:00 AM -3:30 PM, Monday-Friday, excluding City holidays

2.15.4 **PHILADELPHIA PRISON SYSTEMS**

In addition to the above requirements listed in Sections 2.1 through 2.13, the successful bidder must be able to repair all associated controls to Domesticated Hot Water Heater stacks (Motors, Variable Frequency Drives (VFD) and controls) and all pressure vessels associated with heating and hot water systems (Expansion tanks, steam generators, hot water generators, storage tanks and compressors): and all associated controls. The successful bidder must also be able to repair and/or replace leaking boiler tubes and cast iron sections.

2.15.4.1 Normal business hours for the Philadelphia Prison Systems are 8:00 AM-4:30 PM, Monday-Friday, excluding City holidays.

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2.15.4.2

<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
Softened water analysis	Weekly	Maintenance Contractor	
Bed Breakthrough	As required	Maintenance Contractor	Adjust timer, brine, concentrate trate or replace bed
Salt makeup	Monthly	Maintenance Contractor	
Valve maintenance	As required	Maintenance Contractor	Typically every 2 to 3 years. Refer to instructions
<b>Chemical Feed System</b>			
Timer adjustment	Monthly Contractor	Maintenance Contractor	
Timer repair/ replacement	As required	Maintenance Contractor	
Pump metering adjustment	Monthly	Maintenance Contractor	
Pump repair/ replacement	As required	Maintenance Contractor	
Boiler water chemical analysis	Weekly	Maintenance Contractor	

2.15.5

**HEALTH DEPARTMENT**

Normal business hours are 8:00 AM to 4:40 PM, Monday-Friday excluding City holidays. Successful bidder shall provide services as stated in Sections 2.1-2.13 of Invitation and Bid Document.

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2.15.6 **STREETS DEPARTMENT**

2.15.6.1 Successful vendor shall provide the Streets Highway Division and the Streets Sanitation Division (includes Traffic Engineering and Surveys Equipment) with the specific requirements stated below for Boiler Inspection and Repair.

2.15.6.2 **Boiler Inspection & Repair**

2.15.6.2.1 When so requested by the Engineer or Superintendent the Contractor shall visit a boiler site and inspect and/or repair a defective boiler.

2.15.6.2.2 Contractor shall provide all parts, labor and equipment Necessary to perform the inspection, make adjustments, identify any conditions requiring repair and to bring the boiler back into effective operation.

2.15.6.2.3 Repairs/Inspections shall be scheduled during normal business hours (8:00 AM to 4:30 PM, Monday thru Friday excluding City Holidays) unless emergency service is requested.

2.15.6.2.4 Before each boiler inspection/maintenance field visit, arrange time and access to the site by contacting the Engineer or Mr. Sylvester Montague (For Sanitation Division Only) at 215-686-5554. Engineer may choose to have a representative present during the boiler inspection/maintenance. Otherwise, the C&FM Superintendent or (where another person has been so designated) the “key operator” may serve as the responsible City representative and sign the Service Report (See para 2.15.6.4).

2.15.6.2.5 Each boiler inspection shall be in accordance with manufacturer’s recommendations for inspection and shall include at a minimum:

- A thorough visual inspection of all components. Vendor shall note cracks, leaks, aging, scaling, accident, abuse, misapplication and lack of maintenance.

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- A complete check of the boiler operation, identifying necessary repairs and adjusting where appropriate.

2.15.6.2.6 Inspection of all boiler system components shall include, at a minimum the following:

Boiler: Isolation valve and chain, piping, safety valve, manual valve, pipe insulation, steel breeching, sight glass, barometric damper, low water pressure control, and cutoff pump controls, pipe hanger, heat exchanger and temperature pressure regulator.

Feed Unit: Pump, motor, control valve, check valve, strainer, steam trap, backflow preventer and pressure reducing valve.

Blowdown Unit: Control valves, check valve, backflow preventer, temperature regulator and dial thermometer and vacuum breaker.

Fuel Oil Unit: Filter, backpressure regulator, check valve, manual valve, pumps, motor, duplex strainer, and pressure switch.

Burner Unit: Blower, motor, pumps, control valve, solenoid valve, oil ignition transformer and scanner, nozzle, control panel, microprocessor, and electrode.

2.15.6.2.7 Vendor shall ensure satisfactory disposal of all debris and shall take all reasonable precautions to prevent injury to persons or damage to property.

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2.15.6.2.8 For Emergency Service, Vendor is required to respond on-site within two (2) hours of service request from the City.

2.15.6.3 **Parts**

2.15.6.3.1 Contractor shall furnish as repair parts only newly manufactured parts from original boiler manufacturer or currently recommended by manufacturer for the specific boiler model, where available. Note: Consumables and Miscellaneous on-hand items are not deemed repair parts.

2.15.6.3.2 Contractor shall obtain authorization from the Engineer before ordering parts which will cost the City more than five hundred dollars (\$500.00).

2.15.6.4 **Service Report**

2.15.6.4.1 Vendor shall submit to the Engineer a written Service Report for each boiler inspection and/or repair visit. The Service Report shall contain the following:

- Identify the location & boiler type
- State the Technician's name (printed)
- State the date & time work started & ended
- Outline the work performed
  - State whether the boiler is ready for safe operation
  - Recommend specific part replacements or other actions to be taken
  - Report shall include Technician's signature and responsible City representative's signature

2.15.6.5 **Contact Persons**

2.15.6.5.1 **Streets Highway Division**  
Service Technicians shall report to the following contact persons:

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Kathlyn Wunningham  
Highway Services Garage  
4040 Whitaker Avenue  
Philadelphia, PA 19124  
Phone: 215-685-9804  
Fax: 215-685-9824

Angela Coleman  
6<sup>th</sup> Highway Yard  
State Road & Ashburner Street  
Philadelphia, PA 19136  
Phone: 215-685-8272  
Fax: 215-685-8268

Alternate Highway Division Contact:  
David Lawrence  
Bridge Maintenance Unit  
4010 Whitaker Avenue  
Philadelphia, PA 19124  
Phone: 215-685-9828  
Fax: 215-685-9827

2.15.6.5.2 **Sanitation Division (Includes Traffic Engineering and Surveys Equipment)**

Address all reports and invoices (in triplicate), and other correspondence for the Engineer to:

Mark Draber  
Supervisor, Facilities Engineering  
Sanitation Division, Room 730  
1401 John F. Kennedy Boulevard  
Philadelphia, PA 19102  
Phone: 215-686-5091  
Fax: 215-686-7812

Alternate Contacts:  
Dennis Wilde  
Superintendent, Construction and Facilities Management  
4910 Botanic Avenue  
Philadelphia, PA 19143  
Phone: 215-685-2614  
Fax: 215-685-2618

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Sylvester Montague  
Mechanical Engineer  
Sanitation Division, Room 730  
1401 John F. Kennedy Boulevard  
Philadelphia, PA 19102  
Phone: 215-686-5554

2.15.6.6 **Warranty**

Vendor shall provide ninety (90) days warranty on all repair parts installed and labor performed for boiler repair under the contract resulting from this Invitation and Bid. Warranty commences upon acceptance of repair service (i.e. when a responsible City representative signs the Service Report). During this period, the Vendor shall correct all defects in materials and workmanship on the covered work promptly when requested by the City within the period of coverage, without charge to the City.

2.15.6.7 **Payment**

Each boiler inspection and repair visit shall be paid for on the terms stated below for labor and repair parts. Payment for these items on these terms shall be accepted as full and complete payment for all labor, equipment, materials and other direct and indirect costs (including warranty and profit) necessary to properly complete the work requested.

2.15.6.7.1 Labor shall be measured to the nearest half-hour from Arrival at site to departure from site.

2.15.6.7.2 Repair parts actually installed shall be reimbursed by the City at Vendor's Actual Acquisition Cost from their Supplier (as shown on Supplier's Invoice) + 5% Mark-Up (To Be Supported by Supplier's Invoices). There will be no separate or additional payment for shipping & handling, taxes, warranty, etc.

**2.16 PRICING**

2.16.1 In Sections 5.1 -5.6, Bidders shall submit a Monthly Price for Maintenance Service for each location listed for all sections/departments bid upon. Prices shall remain firm for the Initial Term of the Contract. If subsequent Renewal Terms are exercised by the City, the vendor may increase prices as per Paragraph 4.4 "Price Increase or Decrease".

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- 2.16.2 In Section 5.7 (Items 5.7.1 & 5.7.2) Bidders shall provide regular hourly rate and overtime hourly rate for Emergency Services for all locations except City Hall (See Section 5.4 for City Hall). Prices shall remain firm for the Initial Term of the Contract. If subsequent Renewal Terms are exercised by the City, the vendor may increase prices as per Paragraph 4.4 “Price Increase or Decrease”.
- 2.16.3 Parts to be used for Repair Services during the contract period shall be reimbursed by the City at Vendor’s Actual Acquisition Cost from their Supplier (as shown on Supplier’s Invoice) + 5% Mark-Up (To Be Supported by Supplier’s Invoice). Vendor must submit original supplier’s invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from their supplier + 5%. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor’s quoted labor rates. No additional charges will be paid by the City.

**SECTION 3: BID EVALUATION AND AWARD**

**3.1 EVALUATION:**

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
- (i) improper bid security
  - (ii) improper bid execution
  - (iii) incompleteness
  - (iv) offering counter terms and conditions
  - (v) improper or incomplete execution of OEO documents (if applicable)

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

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

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**3.2 AWARD:**

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s), as a whole, by section or by location whichever is deemed to be in the best interest of the City.

Bidder must bid all items in a section or location in order to be eligible for award for that section or location.

3.2.2 While the contract will be awarded to the lowest responsive and responsible bidder as otherwise provided in this Invitation and Bid, the City aspires to purchase articles manufactured in the City of Philadelphia or in the Commonwealth of Pennsylvania.

**3.2.3 EVALUATION AND AWARD**

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

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

**3.2.4 PERFORMANCE SECURITY:**

For purposes for this bid only, awards under \$500K will require a \$25 fee and awards over \$500K will require an individual performance bond, issued by a surety approved by the City in the amount of 100% of the contract total.

Performance security shall be required for any subsequent renewal periods.

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3.2.5 **DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES AND SOLE SOURCE CONTRACTS.**

In accordance with Philadelphia Code Section 17-104 (2), the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any false certification or representation in connection with this disclosure and/or any failure to comply with these requirements shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable.

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

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

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

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

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

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3.2.5

**INSURANCE:**

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

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

All certificates are to be sent to the Office of Risk Management, One Parkway, 1515 Arch Street, 14<sup>th</sup> 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 requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

**Order Against Contracts**

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

4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information as specified in Section 4.2.13. This is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.13 will be rejected for correction.

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

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

4.1.5 **INSPECTION AND TEST BY CITY**

The City reserves the right to make inspections and tests as 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 contractor place the equipment in condition to meet with these requirements. If the contractor fails to comply with such demands, within a reasonable time, the City may, give written notice to the contractor, to terminate his right to proceed further with the work. In such event, the City may take over the work and prosecute it to completion, by Contract or otherwise, and the contract and his sureties (if any) shall be liable to the City for any excess cost occasioned the City hereby.

4.1.6 **METHODS OF PAYMENT**

Paragraph 5.4 "Basis of Payment" in the Procurement Department Specification 26-B-1h:12 is hereby deleted and replaced with the following:

**50%** (6 months) payable upon (3 months) confirmation of completion of all season/start-up services.

**25%** (3 months) payable May 1st.

**25%** (3 months) shall be payable at the end of the initial contract period, but exercised by the City.

The same payment schedule shall apply to any renewal period, if the renewal provision is exercised by the City, except that the first payment will be 50% (6 months).

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4.1.7 **ADD-ONS:**

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

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

4.2 **VENDOR RESPONSIBILITY:**

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).

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.

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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 \$300.00 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.

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

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

- 4.2.5 In the event that the contractor receives an order for products, services or equipment (as applicable) not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
  - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.6 Should products, services, or equipment (as applicable) be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.
- 4.2.7 For delivery of products or equipment (as applicable), contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.8 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.9 **RECYCLING INFORMATION REQUEST:**
- 4.2.9.1 The City of Philadelphia 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.

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Does product bid contain 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

4.2.10

**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.

4.2.11

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.

4.2.12

**Records and Reporting:**

The successful bidder's representative shall report to the Department Representative, or his designated representative, each day prior to performing any work specified in this contract. The successful bidder shall provide and keep current a suitable chart posted in the machine room of the building on which entries shall be made to indicate the status of all servicing and maintenance work performed and the time in man-hours.

4.2.12.1

The successful bidder shall also submit a written monthly report to any ordering Department requesting such, indicating all work performed. The report shall catalog the work as maintenance, repairs replacement or emergency callbacks/repairs.

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4.2.13 **Invoices/Receipts**

- 4.2.13.1 Successful bidder(s) agrees not to invoice more than once per month per purchase order.
- 4.2.13.2 One invoice shall be submitted for labor (vendor should place an “L” [for labor] at the end of the invoice number submitted to the City ); a separate invoice shall be submitted for parts (vendor should place a “P” at the end of the invoice number [for Parts]).
- 4.2.13.3 Invoices should be sent in triplicate to each ordering department.
  - 4.2.13.3.1 One (1) original and two (2) copies of fully itemized invoices.
- 4.2.13.4 All receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel.
- 4.2.13.5 ]The invoice must correctly reference the purchase order number, the vendor’s name, address and Federal Employer Identification Number.
- 4.2.13.6 Checks will only be made payable to the company neme as shown on the purchase order; the invoice must reflect this same company name as th “pay to”.
- 4.2.13.7 The invoice must show the quantity and type of item or service and the price.
- 4.2.13.8 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.
- 4.2.13.9 **For the Streets Department:**  
Submit invoices to the Engineer. Note that each invoice for labor must be supported by a service report signed by the Contractor’s Technician and by a responsible City representative, and each invoice for repair parts must also be supported by supplier’s invoice.

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- 4.3 ***Prevailing Wage Provisions.*** The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled Contractors: Labor-Management Relationships. It is also subject to all regulations and procedures adopted thereunder.
- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.
  - b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
  - c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
  - d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
  - e. All contractors and subcontractors performing city-work shall automatically file with the Labor Standards Unit of the MDO, a certified statement setting for the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.

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

**SEE ATTACHED APPLICABLE WAGE SCHEDULE**

**CITY OF PHILADELPHIA**

**Oil, Gas Burner & Boiler Maintenance**

	<u>Base Rate</u>	<u>Fringe Benefits</u>
<b><u>CLASSIFICATION</u></b>		
<i>Boiler Maker</i>	\$42.26	\$33.36
<i>Steam fitters (Service only):</i>		
<i>(A) over 40 tons</i>	\$52.93	\$31.49
<i>(B) less than 40 tons</i>	\$40.78	\$27.33
<i>Electrician</i>	\$54.52	\$34.08
<i>Welder-Rate for craft to which welding work is incidental</i>		

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**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 J.F.K. Boulevard – 1<sup>st</sup> Floor  
Philadelphia, PA 19102-1670  
Telephone Numbers: (215) 686-4720/21  
Fax Number: (215) 686-4767**

- (3) Prevailing Wage Rate Schedules are available from the Philadelphia Labor Standards Unit, Room 170 C Municipal Services Building, Phila., PA 19102-1670, 215-686-2132; Facsimile 215-686-2116. Contractors and their subcontractors are required to submit weekly certified payroll records to the Labor Standards Unit through an electronic system, LCP Tracker, or as directed by the Labor Standards Unit. Failure to pay Prevailing Wage, as applicable, or to submit certified payroll records is a substantial breach of Contract and may be subject to fines and penalties as prescribed by Section 17-107 of The Philadelphia Code which may include withholding from any sums due to the Contractor under the Contract so much as may be necessary to pay the employees the difference between the wages required to be paid hereunder and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.**

**4.4 PRICE INCREASE OR DECREASE:**

Contractor shall provide Oil, Gas Burner and Boiler Maintenance at the prices set forth in Section 5 for a period of twelve (12) months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to two (2) additional one (1) year period(s) plus nine (9) months. Contractor may increase prices for future renewal periods provided that:

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

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

or

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

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

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

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

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

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

**SECTION 5: PRICING**

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

**STATE PRICE PER MONTH BELOW:**

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b><u>DEPARTMENTS</u></b>				
<b>5.1 <u>PARKS AND RECREATION</u></b>				
5.1.1	<b>26035 004 000</b>			
	Boyle (Somerton)- Hot Air; 168,000 BTU output; oil burner; under 20 HP; 1.20 GPH burner nozzle output.			
	12	MO	\$ _____	\$ _____

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.2	<b>26035 004 002</b> Fitzpatrick - Hot Air; 168,000 BTU output; oil burner; under 20 HP; 1.20 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.3	<b>26035 004 004</b> Lonnie Young - Hot Air; 125,000 BTU output; oil burner; under 20 HP.	12	MO	\$ _____	\$ _____
5.1.4	<b>26035 004 009</b> Mount Airy, 248,000 BTU output; oil burner; under 20 HP; 2.05 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.5	<b>26035 004 010</b> Pleasant - Hot Air; 84,000 BTU output; oil burner; under 20 HP; .75 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.6	<b>26035 004 016</b> Pleasant (Multi-Purpose Room) - Hot Air; 105,000 BTU output; oil burner under 20 HP; .75 GPH burner nozzle output.	12	MO	\$ _____	\$ _____

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.7	<b>26035 004 017</b> Shuler - Hot Air; 125,000 BTU output; oil burner; under 20 HP; 1.10 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.8	<b>26035 004 019</b> Black, Coyle, McBride - Hot Water; 173,000 BTU output; oil burner; under 20 HP; 1.50 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.9	<b>26035 004 020</b> Cione - Hot Air; 200,000 BTU output; oil burner; under 20 HP; 1.75 - 1.80 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.10	<b>26035 004 022</b> Kensington Ramblers - Hot Water; oil burner; over 20 HP.	12	MO	\$ _____	\$ _____

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.11	<b>26035 004 034</b> Pleasant Hill Park/ Boat Ramp; 8900 Delaware Avenue & Linden. Oil Burner - 20 HP or less; 275 gallon tank above ground.	12	MO	\$ _____	\$ _____
5.1.12	<b>26035 004 024</b> American Legion - Hot Water; 114000 BTU output; oil burner; under 20 HP; 0.5 - 3.0 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.13	<b>26035 004 025</b> Moss - Hot Water; 142,000 BTU output; oil burner; under 20 HP; 1.45 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.14	<b>26035 004 026</b> Glavin - Hot Air; 85,000 BTU output; oil burner; under 20 HP; 1.00 GPH burner nozzle output.	12	MO	\$ _____	\$ _____

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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.15 <b>26035 004 028</b> Cobbs Creek Rink - Hot Water; 269,000 BTU output; oil burner; under 20 HP; 2.30 GPH burner nozzle output w/auxiliary oil pump system.	12	MO	\$ _____	\$ _____
5.1.16 <b>26035 004 029</b> Cobbs Creek (1) - Hot Water; Hot Water Heater; oil burner.	12	MO	\$ _____	\$ _____
5.1.17 <b>26035 004 036</b> Heritage Park Sydenham & Clearfield- Oil Burner - 20 HP or Less, 240 gallon tank below ground	12	MO	\$ _____	\$ _____
5.1.18 <b>26035 011 000</b> Papa playground 68 <sup>th</sup> & Lansdowne Dr. Under 20 HP, Beckett AFG 55Y-F6 (.85-1.65 GPH) Lenox Ind. Furnance #DF 2005-175/210R-3A Filter Size: 16 x 25 x 1	12	MO	\$ _____	\$ _____

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.19	<b>26035 011 026</b> Hunting Park Rec. Ctr. 900 W. Hunting Park Ave. Weil McLain 26B6; 650,000 BTU; Series 2 boiler. Under 20 HP; 3 Circ Pumps – Armstrong 116641-062; Barber Colman MA-418-0-2 Louver activator; Honeywell Micro switch CLAA 01A2A, reducing B & G valve, B39 part #110196, Model B7-12; McDonnell level control tied w/ Aquastat; Weil McLain WFFP-1 control System flame guard; 9301/9314 gas Valve; Honeywell auto ignition 38620C Pilot valve	12	MO	\$ _____	\$ _____
5.1.20	<b>26035 011 029</b> Cobb Creek Rec. Ctr. 250 S. 63 <sup>rd</sup> St. Weil McLain Boiler Over 20 HP; 300,000 BTU Gas burner, Weil McLain WFFP-1 Flame guardian control System, 1RR McDonnell & Miller Low water cut-off, B & G AGF12, P & R control expansion tanks float Ball assembly; Watts #740 1" relief Valve; Honeywell 1 ½ " gas valves	12	MO	\$ _____	\$ _____

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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.21 <b>26035 011 001</b> Wissahickon Maintenance, 7300 Henry Avenue; Oil fired under 20 HP; Burner Beckett Model "A" 1/2" FEED; Heater Armstrong L87 196C forced hot air; filter size 16 x 25 x 1.	12	MO	\$ _____	\$ _____
5.1.22 <b>26035 011 003</b> Northwestern Stables (Apartment), 120 Northwestern Avenue; under 20 HP; Beckett Burner Model "AFG"; Columbia Model GSFII 415DW (Hot Water 152,000 BTU); circ. pump #1 TACO 007F4; 1/2" (unreadable) waterfeed.	12	MO	\$ _____	\$ _____
5.1.23 <b>26035 011 004</b> Andorra Tree House, 3000 W. Northwestern Avenue; Armstrong Model #L6B8495C12-5A Serial # 8494L19660; Oil filter # 88; Air Filter 16 x 24 x 1	12	MO	\$ _____	\$ _____
5.1.24 <b>26035 011 005</b> Lemon Hill, Reservoir Dr. and Lemon Hill Dr.; under 20 HP; Beckett Model "A" "AF" 3/8" feed; 2 TACO 1 1/2" Circ pumps; 1/2" water feed; oil tank	12	MO	\$ _____	\$ _____

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.25	Bartram Gardens, 5400 Lindburgh Blvd.;				
5.1.25.1	<b>26035 011 007</b> Same location as above but 3rd floor - Right Side - McQuay - Perfex Inc. heater; 3 SHD-121A; 115 volts; 1/4 HP; 4.2 Amps, Honeywell MODUTROL MOTOT control valve; 24 volts; .69 Amps; 15 watts.	12	MO	\$ _____	\$ _____
5.1.25.2	<b>26035 011 008</b> 3rd floor - Left Side in Copy Room - Coil #IIC12-B8- 21115-FCA-Y; Honeywell MODUTROL; 24 volts; .69 Amps; 15 watts.	12	MO	\$ _____	\$ _____
5.1.25.3	<b>26035 011 009</b> Basement - York Model DEV 16-4-2H.	12	MO	\$ _____	\$ _____
5.1.26	<b>26035 011 044</b> Belair Mansion 20 <sup>th</sup> & Pattison Ave. under 20 HP; Williamson Thermoflo Oil Burner Model CLB210/245 BD-R Serial #032441110 Beckett Burner Model "A" AF Serial #020910-37104	12	MO	\$ _____	\$ _____

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5.1.27 <b>26035 011 011</b> Construction Shop; East of Belmont Avenue, north of Montgomery Dr.; under 20 HP; Beckett AFGG, A2VA-7116; F-70-W-60 PP VILLANT; 3 B/G Series 100 circ pumps; 3 zone valves, Watts 4339, Watts 5237N and TACO 221; Mestek unit heater. \	12	MO	\$ _____	\$ _____
5.1.28 <b>26035 011 012</b> Golf Course Building - East of Belmont Avenue, North of Montgomery Dr.; under 20 HP; R.W. Beckett Burner #AF76BZHS; UD3125809346	12	MO	\$ _____	\$ _____
5.1.29 <b>26035 011 013</b> F.D.R. Maintenance 3620 South Broad, (Broad St. and Terminal Ave): Burnham Model #V907A, Serial #64497350	12	MO	\$ _____	\$ _____
5.1.30 <b>26035 011 035</b> Orinston Mansion 2000 Reservoir Dr. Heater B/R - Weil McLain Gold 218,000 Burner Beckett Model AFG	12	MO	\$ _____	\$ _____

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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.31 <b>26035 011 046</b> Building Maintenance Shop, Montgomery Drive & West River Dr.; over 20 HP, Smith Boiler Series #19A serial #FA 2002-1036; Power flame burner model #CR2-CA Serial #100206045	12	MO	\$ _____	\$ _____
5.1.32 <b>26035 011 018</b> Pennypack Environmental Center, Veree Rd. and Pennypack Creek, under 20 HP; L-143526 one stage burner; Weil McLain P-478-W, CP-3885760, 2.75 GPH boiler; 2 B&G 100 circ pumps; Burt-White 15 Amp 1/2 HP low water cut-off; Bell Goset 1 1/2 zone valve; Watts 8318W-7115F, Range 10 to 25 water feed; 2 oil tanks, 275 gallons/each	12	MO	\$ _____	\$ _____
5.1.33 <b>26035 011 019</b> Sweetbriar Mansion, Old Lansdowne Dr. east of Memorial Hall; under 20 HP; Carlin oil burner 701CRD, 3450 RPM; Weil McLain 78 boiler; 3 circ pumps; B&G 100 series - 4", 5" and 6".	12	MO	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>67 99</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.34 <b>26035 011 021</b> Strawberry Mansion, Strawberry Dr. & Ridge Avenue; over 20 HP; Carlin Burner #702 CRD; Weil McLain #778-MAX 1120, 60 PSI, 15 PSI Steam; ITT #61 low water cut-off; Hoffman Diff. Loop Zone valve; McDonnell & Miller water level control float ball assembly; Honeywell R8184G4066 ignition oil primary pilot valve.	12	MO	\$ _____	\$ _____
5.1.35 <b>26035 011 023</b> Laurel Hill Mansion, Edgely Dr. & Reservoir Dr.; under 20 HP; Weil McLain BL676 SW, 360 GPH Burner; Weil McLain 2.50 to 5.50 boiler; McDonnell #764 low water cut-off; 1-1/4 and 1-1/2 flow zone valve; 2 air handler unit heaters; 275 gal oil tank.	12	MO	\$ _____	\$ _____
5.1.36 <b>26035 011 024</b> Belmont Mansion, 4301 Belmont Mansion Dr.; over 20 HP - gas only; Weil McLain P-MGB5 boiler.	12	MO	\$ _____	\$ _____





<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>70 99</b>
		FIRM NAME (Must be filled in)	

<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.2 **STREETS**

5.2.1 Streets Highway Division

5.2.1.1 **26035 008 002**

6<sup>th</sup> Highway Yard, State Road & Ashburner Street  
Boiler-Weil McClain Co.;  
Size ABL-484WF,  
Series #1, M.B.H. Water 506.1.

12                      MO                      \$ \_\_\_\_\_ \$ \_\_\_\_\_

5.2.1.2 **26035 008 016**

4040 Whitaker Avenue  
Modine model # MDB120CC1100AA1NG 6BH2LG  
Heating BTU/HR input: 1,025,247; Heating BTU/HR  
Output: 943.227; Gas type: natural; Gas pressure: 8-  
14" W.C.; gas control: Maxitrol 14; Motor HP: 10;  
Motor RPM: 1800.

12                      MO                      \$ \_\_\_\_\_ \$ \_\_\_\_\_

5.2.2 Sanitation Division (Includes Traffic Engineering and Surveys Equipment)

5.2.2.1 **26035 008 007**

Bartram Service Building, 5014 Grays Avenue  
H.B. Smith Co. Inc. Model 28A-9, 67 BHP,  
1733 MBH (Net), and low pressure (15) psi steam,  
sectional cast iron type, and forced draft oil  
burner (Powerflame)

12                      MO                      \$ \_\_\_\_\_ \$ \_\_\_\_\_

5.2.2.2 **26035 008 008**

North Central Service Building, 2523 Glenwood Avenue  
Peerless, Model RL8-0-05-GP10, 33.6 BHP,  
977.4 MBH (Net), and low pressure (30 psi) hot water,  
sectional cast iron type, and forced draft oil burner;  
Peabody Gordon/Piatt Model: 0-71-FD-WUP

12                      MO                      \$ \_\_\_\_\_ \$ \_\_\_\_\_



<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>72 99</b>
		FIRM NAME (Must be filled in)	

<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.2.2.8      **26035 008 014**  
 Street Lighting Shop, 603 E. Cayuga (G and Ramona Streets)  
 Weil McLain, Model #BG-988-SF, 65 BHP, 1546 MBH (Net), and  
 low pressure (15) psi steam, sectional cast iron type, and forced  
 draft gas burner, Powerflame Model #WCR2-G-20B

12	MO	\$ _____	\$ _____
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5.2      **SUBTOTAL:**      \$ \_\_\_\_\_

5.3      **PUBLIC PROPERTY**

5.3.1      **26035 010 019**  
 Engine #56  
 Rhawn & Verree Sts.  
 Power Flame Burner;  
 Gas Burner Only.  
 WCRI-GO-12, Serial #  
 119468992 Nat. Gas  
 1386 MBH, Oil # 2, 9.6 GPH  
 Steam Heater

12	MO	\$ _____	\$ _____
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5.3.2      Fleet Shop 134,  
 Front & Hunting Park Avenue

5.3.2.1      **26035 010 028**  
 H.B. Smith Boiler, Mills 4500A-16-section  
 S/N# MB2002-131, Power Flame Burner  
 Dual fuel model #C4-GO-30 S/N 100206030,  
 Natural gas 2459 MBH – 6825 MBH, #2 Oil  
 18.0 GPH – 47.5 GPH; Steam Heater

12	MO	\$ _____	\$ _____
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<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>73 99</b>
		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.2.2	<b>26035 010 029</b> H.B. Smith Boiler, Mills 4500A-16-section, S/N# MB2002-132, power Flame Burner Dual fuel model #C4-GO-30 S/N 100206029 Natural gas 2459 MBH – 6825 MBH, #2 Oil 18.0 GPH – 47.5 GPH; Steam Heater	12	MO	\$ _____	\$ _____
5.3.3	<b>26035 010 002</b> Carpenter Shop, 25th & Snyder Avenue; Beckett Oil Burner Only; under 20 HP. Model #SF S/N 941221-83445, Oil #2, Hot Air Heater.	12	MO	\$ _____	\$ _____
5.3.4	Fleet's Automotive Shop #501; 1117 Reed St.;				
5.3.4.1	<b>26035 010 030</b> H.B. Smith Boiler, Model B28A-S-10 Power Flame Burner Dual Fuel, Model #C2-GO-20B, S/N 120102476-76, Natural Gas 750 MBH-3172 MBH, #2 Oil 5.5 GPH – 22 GPH; Steam Heater	12	MO	\$ _____	\$ _____
5.3.4.2	<b>26035 010 031</b> H.B. Smith Boiler, Model B28A-S-10 Power Flame Burner Dual Fuel, Model #C2-GO-20B, S/N 120102476-77, Natural Gas 750 MBH-3172 MBH, #2 Oil 5.5 GPH – 22 GPH; Steam Heater	12	MO	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>74 99</b>
		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.5	<b>26035 010 032</b> Zone 5 NW Headquarters Ridge & Cinnaminson (rear) Weil McLain Oil Burner, Model #UO-4; Burner, Beckett, Burner Model # NX, Type B	12	MO	\$ _____	\$ _____
5.3.6	<b>26035 010 033</b> Zone 3 Headquarters 4298 Macalester St (rear) Inter City Products Boiler Model # 0HB335A030 Serial # D922272723; Oil Burner #DM30, Serial #SH030754	12	MO	\$ _____	\$ _____
5.3.7	<b>26035 005 000</b> Engine No. 2, 2426-32 2nd St.; under 20 HP, Gordon Piatt, Oil Only; WRL6-0-03 S/N P866488; Oil #2, Min. 5.0, Max. 8.25 GPH Hot Water Heater	12	MO	\$ _____	\$ _____
5.3.8	<b>26035 005 001</b> Engine No. 11, 6th & South St.; under 20 HP, Power Flame Burner; Oil Only, CR2-GO-15; Hot Water Heater.	12	MO	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>75 99</b>
		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.9	<b>26035 005 003</b> Fireboat No. M-1 Bldg., Delaware Avenue & Washington Avenue; under 20 HP, Oil Only; QB-180 Hot Water Heater.	12	MO	\$ _____	\$ _____
5.3.10	<b>26035 005 004</b> Fireboat No. M-3, Schuylkill River North of Passyunk Avenue Bridge; under 20 HP; Bernerd Samuel, Beckett Burner; Oil Only, Oil #2, Hot Water Heater.	12	MO	\$ _____	\$ _____
5.3.11	<b>26035 005 005</b> Engine No. 28, Belgrade & Ontario Avenue; Gordon Piatt Burner; Oil Only, RL6-2-0-03, S/NP 588031, Oil #2, under 20 HP; Max. 683 MBH; Hot Water Heater; Residential.	12	MO	\$ _____	\$ _____
5.3.12	<b>26035 005 007</b> Engine No. 71, Cottman & Loretta; Dual Fuel Burner; Power Flame Burner; CR1-GO-12, over 20 HP, S/N 048944952; Natural Gas Max. 1375; Oil #2; Hot Water Heater.	12	MO	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>76 99</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.13 <b>26035 005 008</b> Fireboat No. M-2, Schuylkill River North of Passyunk Bridge, under 20 HP; residential. Franklin Beckett Burner, AFG- MP-1192, Oil #2, Min. 0.5, Max. 3.0 GPH, Hot Water Heater.	12	MO	\$ _____	\$ _____
5.3.14 <b>26035 005 009</b> Engine No. 9, Germantown & Carpenter, (Dual Burner); Power Flame Burner; C1-GO-12, S/N 019257377 under 20 HP; Natural Gas Max. 1357 MBH; Residential; Oil #2, Max. 9.7 GPH; Steam Heater.	12	MO	\$ _____	\$ _____
5.3.15 <b>26035 005 010</b> Engine No. 12, 4445 Main Street, (Dual Fuel Burner); Power Flame Burner; WCR1-G-12; S/N 98430066, under 20 HP; Natural Gas Min. 300, Max. 800 MBH, residential; Oil #2, Min. 2.5, Max. 6.0 GPH, Steam Heater.	12	MO	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>77 99</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.16 <b>26035 005 011</b> Engine No. 50, Park Ave. & Cambria; under 20 HP; residential; Power Flame Burner; Gas Burner only, JR15A-10; S/N 018888043; Natural Gas, Min. 300-Max. 700MBH, Hot Water Heater	12	MO	\$ _____	\$ _____
5.3.17 <b>26035 005 012</b> Engine No. 66, Ridge Ave. & Shawmont; (Dual Fuel Burner); Power Flame Burner, CR1-GO-10; S/N 069466706; under 20 HP; Natural Gas Max 794 MBH; Oil #2, Max. 5.6 GPH Residential; Hot Water Heater.	12	MO	\$ _____	\$ _____
5.3.18 <b>26035 005 013</b> Engine No. 73, 76th St. & Ogontz Avenue; (Dual Fuel Burner); Power Flame Burner; C1-GO-12 HBS-5 under 20 HP; residential, S/N 98335862; Natural Gas; Oil #2 Steam Heater	12	MO	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>78 99</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.19 <b>26035 005 017</b> Engine No. 37, Highland Avenue & Shawnee; (Dual Fuel Burner); Power Flame Burner, Gas Burner only, WJ-30A- 10; S/N 128992900; 20 HP and above; Industrial; Natural Gas Min. 600 Max 1075, Steam Heater.	12	MO	\$ _____	\$ _____
5.3.20 <b>26035 005 018</b> Engine No. 52, Jackson & Vankirk Sts; Gas Burners Only, Power Flame Burner; WJR 15A-10; S/N 129203349 Natural Gas Max. 339 MBH; Hot Water Heater.	12	MO	\$ _____	\$ _____
5.3.21      Fleet Shop #036 - 26th & Master Sts.				
5.3.21.1 <b>26035 010 023</b> Power Flame Burner C2-60-15 Oil #2 Min. 5.5 Max. 15.0 GPH Hot Water Heater	12	MO	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>79 99</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.21.2 <b>26035 010 024</b> Power Flame Burner Oil Burner Only, C2-60-15 Oil #2 Min. 5.5 Max. 15.0 GPH Hot Water Heater	12	MO	\$ _____	\$ _____
5.3.22 <b>26035 005 026</b> Engine No 5, 43rd & Market St. Power Flame Burner #JR30A-12, Gas Burner Only, Natural Gas Min. 600, Max. 942 MBH, Hot Water Heater, S/N 089831046	12	MO	\$ _____	\$ _____
5.3.23 <b>26035 005 027</b> Engine No 8, 4th & Arch Street Power Flame Burner #JR30A-12, Gas Burner Only, Natural Gas Min.600, Max. 1,082 MBH, Hot Water Heater, S/N 089831047	12	MO	\$ _____	\$ _____
5.3.24 <b>26035 005 028</b> Engine No. 14, Foulkrod & Darrah St. Power Flame Burner #JR50A-15, Gas Burner Only, Natural Gas Min. 650, Max 1,827 MBH; Steam Heater; S/N 089831045.	12	MO	\$ _____	\$ _____
5.3.25 <b>26035 005 029</b> Engine No. 22, Comly & Academy Rd. Power Flame Burner #JR15A-10, Gas Burner Only, Natural Gas Min. 300, Max. 660 MBH; Hot Water Heater, S/N 089831044.	12	MO	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>80 99</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.26 <b>26035 005 030</b> Engine No. 36, 7818 Frankford Avenue Power Flame Burner #JR15A-10, Gas Burner Only, Natural Gas Min. 300, Max. 660 MBH; Hot Water Heater; S/N 089831043.	12	MO	\$ _____	\$ _____
5.3.27 <b>26035 005 031</b> Engine No. 45, 26th & York St. Power Flame Burner #JR30A-10, Gas Burner Only, Natural Gas , Min. 600, Max. 801 MBH; Hot Water Heater, S/N 177489.	12	MO	\$ _____	\$ _____
5.3.28 <b>26035 005 032</b> Engine No. 49, 13th & Shunk St. Power Flame Burner #JR15A-10, Gas Burner Only, Natural Gas, Min. 300, Max. 660 MBH; Ho Water Heater, S/N 089831049.	12	MO	\$ _____	\$ _____
5.3.29 <b>26035 005 033</b> Engine No. 54, 63 <sup>rd</sup> & Lancaster Avenue Power Flame Burner #JR30A-10; Gas Burner Only, Natural Gas Min. 600 Max. 801 MBH, Hot Water Heater; S/N 089831051.	12	MO	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>81 99</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.30 <b>26035 005 034</b> Engine No. 59, Hunting Park & Schuyler St. Power Flame Burner #WJR30A-12; Gas Burner Only, Natural Gas Min. 600, Max. 886 MBH; Hot Water Heater; S/N 059819288.	12	MO	\$ _____	\$ _____
5.3.31 <b>26035 010 017</b> 19th Dist., 61st & Thompson Street Power Flame Burner Oil Dual Fuel Burner C-2-GO-15 Serial #129782943 Natural Gas Min. 750, Max. 1827 MBH, Oil #2 Min. 5.5, Max. 12.6 GPH Steam Heater	12	MO	\$ _____	\$ _____
5.3.32 <b>26035 006 025</b> 3rd & 4th District 11th & Wharton Street Power Flame Burner, Gas Burner Only C2-G-15, S/N 039883946 Natural Gas Min. 750, Max. 1827 MBH, Hot Water Heater	12	MO	\$ _____	\$ _____
5.3.33 <b>26035 006 018</b> 7th District Bustleton & Bowler Power Flame Burner; Gas Burner Only, C2-G-20A, S/N 039883945, Natural Gas Max. 2499MBH, Hot Water Heater	12	MO	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>82 99</b>
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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.34	<b>26035 010 025</b> Police Academy Pistol Range, Beckett Burner Oil Burner Only Model #AFG, Serial # 960812-39028 Hot Water Heater	12	MO	\$ _____	\$ _____
5.3.35	<b>26035 006 022</b> Police Academy Main Building 8501 State Road Power Flame Burner; Oil Burner Only CR1-OS; Oil #2; Max. 943; Hot Water Heater; S/N 099886453	12	MO	\$ _____	\$ _____
5.3.36	<b>26035 010 026</b> 12 <sup>th</sup> District 65 <sup>th</sup> & Woodland Ave. Power Flame Burner Gas Burner Only WCR2-G-20A, Natural Gas Max. 2510; Steam Heater	12	MO	\$ _____	\$ _____
5.3.37	<b>26035 006 015</b> 14 <sup>th</sup> District 43 W. Haines St. Power Flame Burner Gas Burner Only CRI-G-12 Serial #1186793 Natural Gas Min. 300, Max. 1357 MBH; Hot Water Heater	12	MO	\$ _____	\$ _____



<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>84 99</b>
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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.42	<b>26035 016 013</b> Fire Museum 149 N. 2 <sup>nd</sup> Street H.B. Smith Boiler, Series 19A-S/W-6, Serial # FA2001-1055	12	MO	\$ _____	\$ _____
5.3.43	<b>26035 006 014</b> Fire Museum 149 N. 2 <sup>nd</sup> Street Power Flame Oil Burner, Model CR1-GO-12 Serial # 010202778	12	MO	\$ _____	\$ _____
5.3.44	<u>Fleet Shop-Front &amp; Hunting Park</u>				
5.3.44.1	<b>26035 019 000</b> Roof Unit #1; Gas Fired Reznor	12	MO	\$ _____	\$ _____
5.3.44.2	<b>26035 019 001</b> Roof Unit #2; Gas Fired Reznor	12	MO	\$ _____	\$ _____
			5.3	<b>SUBTOTAL</b>	\$ _____
				for 5.3.1-5.3.44.2	
5.3.45	<b>Annual Boiler Service for Public Property:</b>				
5.3.45.1	<b>26035 016 002</b> Sites (see para 2.15.1.2 and 2.15.1.3)	1	YR	\$ _____	\$ _____

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>85 99</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.3.45.2	<b>26035 016 003</b> Hourly rate (straight time)			
	790	HR	\$ _____	\$ _____
5.3.45.3	<b>26035 016 004</b> Hourly rate (overtime)			
	110	HR	\$ _____	\$ _____

5.3.45.4 **26035 020**  
Parts for Annual Boiler Service ONLY:  
**Estimated Expenditure Parts \$45,000.00**

PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) +5% 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 +5%. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

5.3.45      **SUBTOTAL**      \$ \_\_\_\_\_  
**(to include estimated Expenditures for parts)**

5.4 **CITY HALL**

5.4.1	<b>26031 007 000</b> (3) Universal Energy Corporation high-pressure steam boilers, 150 hp each; packaged balance, with 2 drums, Model #BF150C-W12; Burners (Dual Fuel); Deaerator is a Lockwood Model #30AD-E; 3 boiler feed pumps each rated at 35 GPM at 250 ft. (108 PSIG)			
	12	MO	\$ _____	\$ _____



<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>87 99</b>
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<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.5 **HEALTH DEPARTMENT**

5.5.1      **26035 014 003**  
 Air Management Lab (AML),  
 1501 E. Lycoming Street;  
 (3) Weil McLain Boilers,  
 Model PFG-8-PLN Series 6

	12	MO	\$ _____	\$ _____
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5.5.2      **26035 014 004**  
 Health Administration Building,  
 500 S. Broad Street  
 (6) Burnham Boilers, Series 8H Gas Fired,  
 500,000 BTU each;  
 (6) Secondary Water Pumps – Bell & Gossett  
 Series 60, in-line centrifugal pumps

	12	MO	\$ _____	\$ _____
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5.5.3      **26035 014 005**  
 Health Center #2,  
 1720 S. Broad Street  
 (1) Weil McLain Hot Water Boiler,  
 Model LGB-17-WN-1R1-AGA

	12	MO	\$ _____	\$ _____
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5.5.4      **26035 014 006**  
 Health Center #3,  
 43rd & Chester Avenue  
 (1) Weil McLain Hot Water Boiler, Gas  
 Model LGB-13  
 (1) Dual Temperature Hot Water Circulating Pump 1.5 HP  
 (1) Dual Temperature Hot Water Circulating Pump 3 HP

	12	MO	\$ _____	\$ _____
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<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S7Z62290</b>	PAGE OF <b>88 99</b>
		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.5.5	<b>26035 014 007</b> Health Center #4, 44 <sup>th</sup> & Haverford Avenue (1)Weil McLain Hot Water Boiler, Gas Fired LGB Series	12	MO	\$ _____	\$ _____
5.5.6	<b>26035 014 008</b> Health Center #5, 20 <sup>th</sup> & Berks Street (1) Weil McLain Hot Water Boiler, Gas 286,000 BTU; (2) Taco Hot Water Circulating Pumps (2)Taco Chilled Water Circulating Pumps	12	MO	\$ _____	\$ _____
5.5.7	<b>26035 014 009</b> Health Center #9, 131 Cheltenham Avenue (1) H.B. Smith Hot Water Boiler, Gas Fired, Model B-19AW8; (2) Power Flame – Flame Controllers Model JR50A-15	12	MO	\$ _____	\$ _____
5.5.8	<b>26035 014 010</b> Health Center #10, 2230 Cottman Avenue (2)H.B. Smith Hot Water Boiler, Gas 300/600 MBH, Model 19 Series, Serial #F98-356; (1) Tekmar Boiler Controller 8 Stage, Model 258; (3) Power Flame Boiler Flame Controls, Model JR15A-10, Serial #059829693; (2) Taco Hot Water Circulating Pumps, 3 HP Johnson	12	MO	\$ _____	\$ _____

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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.5.9 <b>26035 014 011</b> Health Maintenance Complex, 23 <sup>rd</sup> & Poplar Street Bryan Steam Boiler, Gas Fired Model Series R	12	MO	\$ _____	\$ _____
5.5.10 <b>26035 014 012</b> Medical Examiner's Office (MEO), 321 University Avenue (2) Weil McLain Steam Boilers (Oil & Gas), Model AH-21943F-SER 02; (2) Weil McLain Power Flame Controllers, Model CR5-00-30	12	MO	\$ _____	\$ _____
5.5.11 <b>26035 014 013</b> A.C.C.T. / Vector Control 111 Hunting Park Avenue (1)Cambridge Gas Furnace M-Series; (12) Lennox Air Conditioners / Heat Pumps; (6) Lennox Gas Unit Heaters	12	MO	\$ _____	\$ _____
	5.5	<b>SUBTOTAL</b>	\$ _____	
5.6 <b><u>PRISONS</u></b>				
5.6.1 <b>House of Corrections</b>				
5.6.1.1 <b>26035 017 000 00</b> House of Corrections (Old Carpenter's Shop), 8001 State Rd., 3 Bryan Low Pressure Steam Boilers, (232 HP); Bryan #920927 boiler model #RV800-3-15- FD60; Burner Webster model #S JB3C-50-RM78800L-M.20-MR-UL/FM/CSD1, serial #U112843A, model # JB3C-50-RM78800L-M.20-MR-UL/FM/CSD1, serial # U112794A, model # JB3C-50-RM78800L-M.20-MR-UL/FM/CSD1, serial #101705A- 01.	12	MO	\$ _____	\$ _____
		<b>Unit of</b>	<b>Unit</b>	<b>Total</b>

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	<u>Quantity</u>	<u>Measure</u>	<u>Price</u>		<u>Amount</u>
5.6.1.2	<b>26035 017 001</b> (Maint. Shop.), 8001 State Rd.; (2) High Pressure Steam Boilers (Laundry/Dry Cleaning Areas); Bryan #920928 Boiler, Model #RV200-S-150-15- FD60 (58 HP) Burner Model #R8.3-60-15, Boiler Serial # 73280 (National B/D #32755); Burner #AF147749, Boiler #73279 (National B/D #32754); Burner #AF147748.	12	MO	\$ _____	\$ _____
5.6.1.3	<b>26035 017 002</b> (Maint. Shop) 8001 State Rd., 2 Hydronic Boilers (Maint./Paint Shop/ Laundry/Dry/Cleaning) Bryan #920929; Boiler Model #RV500-00-WT-FD60 (145 HP); Burner Model # R10.2-60-50; Boiler Serial #73296 (National B/D #32771), Burner Serial #AF147750; Boiler#73289 (National B/D#32764), Burner Serial #AF147751.	12	MO	\$ _____	\$ _____
5.6.1.4	<b>26035 017 003</b> Under Kitchen Area, 8001 State Rd.; 2 Weil McLain Boiler (49 HP); Boiler Model #788,	12	MO	\$ _____	\$ _____



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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.6.2.10	<b>26035 017 004</b> Intenal Affairs Unit, 140 Byberry Rd., (at Worthington); National Boiler w/Beckett Burner Model #WCR1-60-10, Serial #069780002	12	MO	\$ _____	\$ _____

5.6.3 **Detention Center**

5.6.3.1	<b>26035 017 044</b> (3 ea.) Weil McLain Heat Boilers 170 HP each 3 Power Flame Burners Model CR5-GO-30 Natural Gas - Min. 3000 MBH; Max. 7216 MBH, #2 Oil - Min. 18 gallons/hour; Max. 50 gallons/hour, Control Volts 115; Amps 6.0, Motor Volts 208; Amps 15.0, Motor HP 5; Oil Pump Volts 208/3PH; 3 HP,Amp 3.7; (1) Johnson Control Panel Model #PAKBJDOO2BHO; (1) Weil McLain Boiler, Control Heat Timer S/N BSCOOB10JO18 (3) Armstrong Pump and Motor Model 5 x 5 x 8, 250 gpm, S/N642767, Motor 1.5 HP, 1200 RPM Spec 35 y576P254A2, 208 volts, 3 phase (3) Armstrong Pump and Motor Model 3x3x6, S/N 644347, 125 gpm, Motor Model 145 JM, .75HP, 1165 RPM, 208 volts, 3 phase	12	MO	\$ _____	\$ _____
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<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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5.6.3.5      **26035-017-046**  
(2) PVI Industries, llc hot water generators with dual burners, model #3000-2 L 400 A-TPGO - turbopower, natural gas/oil fired water heaters with 400 gallon Aquaplex storage tanks; serial #1114139008 and serial #1114139007.and (1) pvi industries, llc hot water generator, turbopower gas/oil water heater, model #3500 n 400a-tpgo, serial #0606118713, part number 171157-1, storage capacity: 400 gal., hydrostatic test pressure: 225 psi, working pressure: 150 psi, recovery 40 deg. f to 120 deg f 3500, input: btu/h2,800,000, #2 oil:gph 20, volts:115, control circuit phase:1, hz:60, amps:2, total amps:19, motor hp:5, volts: 208, motor/element circuits: phase 3:, hz:60, amps:17, gas/oil: nat/#2, min. inlet gas pressure: 16 "wc; max. inlet gas pressure 28 "wc, manifold gas pressure 8.5 "wc

12                      MO                      \$ \_\_\_\_\_ \$ \_\_\_\_\_

5.6.4      **Holmesburg (Satellite Buildings)**

5.6.4.1      **26035 017 017**  
Boiler Room - 1 H.B.  
Smith Cast Iron Boiler.  
Max. WP/Steam PSI 15,  
Water 80 PSI, 19 Series -  
6, Serial #F96-429,  
1 BR Burner Capacity on  
gas 801. Steam 2,013  
sq. ft., BTU/HR 483,000,  
water 560,000 BTU/HR.  
ASME valve capacity  
1,000 BTU/1 lb. Steam.

12                      MO                      \$ \_\_\_\_\_ \$ \_\_\_\_\_



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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.6.4.5	<b>26035 017 021</b> Training Academy -1 H.B. Smith Cast Iron Boiler. Max. WP steam 15 PSI, water pressure 80,Min. Relief capacity 876 MBI or lbs./hr., Serial #F96-624, Series 19, Series 8, 1 BR burner capacity on light oil 7.50 GPH, Gas 1,082 MBH, 1BR net rating.	12	MO	\$ _____	\$ _____
5.6.4.6	<b>26035 017 026</b> PICC Boiler #1 - Power Flame #C5-GO-30 Burner Firing - H.B. Smith 4500 - 20 Boiler, net gas min. 3,000 MBH, Max. 8,761 MBH; Min. Oil 18 GPH, Max. 61 GPH. S/N 099677026	12	MO	\$ _____	\$ _____
5.6.4.7	<b>26035 017 024</b> Boiler #2 Same as 5.6.4.6 above. S/N 099577028	12	MO	\$ _____	\$ _____
5.6.4.8	<b>26035 017 025</b> Boiler #3 Same as 5.6.4.6 above. S/N 099677027	12	MO	\$ _____	\$ _____
5.6.4.9	<b>26035 017 035</b> Annual Inspection, Combustion Testing & Cleaning Holmesburg Gym Bradford White Hot Water Heater Model # M170L30F10, Serial #TH6330857, 1GPH, Oil	1	YR	\$ _____	\$ _____



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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>	
5.6.4.14	<b>26035 017 049</b> Holmesburg Burnham Commercial, model #V906A, SERIAL #65478305, gas, steam boiler; maximum allowable working pressure (MAWP): 5 PSI-steam, boiler H.P.: 24.1, steam MBH: 606. Combustion efficiency: 82.4% Thermal efficiency: 80.1%	12	MO	\$ _____	\$ _____

5.6 **SUBTOTAL** \$ \_\_\_\_\_

5.7 **EMERGENCY SERVICES for all locations except City Hall:**

5.7.1	<b>26035 023 001</b> Labor Rate per hour during Normal Business Hours	2200	HR	\$ _____	\$ _____
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5.7.2	<b>26035 023 002</b> Overtime Labor Rate per hour; for all labor outside normal business hours	155	HR	\$ _____	\$ _____
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5.7.3 **26035 023**

Parts Used for Repairs  
**PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S  
ACTUAL ACQUISITION COST FROM THEIR SUPPLIER  
(as shown on supplier's invoice) +5% 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 +5%. No overhead, expenses, etc. shall apply to these  
parts costs. Any overhead, expenses, etc. must be factored  
into the vendor's quoted labor rates.**

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**No additional charges will be paid by the City. The City of Philadelphia reserves the right, solely and in its best interests, NOT to purchase the part/item in question if the City finds the pricing cost prohibitive.**

**The City of Philadelphia reserves the right, solely and in its best interest, to purchase the part/item in the open, competitive market.**

**Estimated Expenditures: \$40,000.00**

5.7 **SUBTOTAL**            \$ \_\_\_\_\_  
(To include estimated  
expenditures for parts)

**Extended Total Bid Amount**            \$ \_\_\_\_\_  
**(Unit Price X Quantities for**  
**all items plus estimated**  
**expenditures for parts)**

**EFFECTIVE DATE**  
July 1, 2012

**SUPERSEDES 26-B-1g:02**



## **OIL & GAS BURNER/BOILER MAINTENANCE**

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### **1. CLASSIFICATION**

This specification provides for a yearly maintenance and repair service contract designed to assure trouble-free operation of fuel oil burners, steam generators, their attachments and accessories for various City departments. Since reliable operation is dependent upon proper functioning of mechanical and electrical components, any component directly or indirectly involved with the burner operation is also covered by this specification. The contract includes cleaning the combustion chamber, flues, base of the chimney or stack of all boilers and the tube sheets and tubes of fire tube boilers. Service applies to any burner using distillate or residual fuel oils. Burners are classified, for this contract, as residential if less than 20 horsepower (670,000 BTU/hr.) and industrial if greater than 20 horsepower. Provisions are also included for semi-annual combustion and thermal efficiency testing and adjustments to improve efficiency.

### **2. APPLICABLE SPECIFICATIONS** None

### **3. REQUIREMENTS**

#### **3.1 Inspections of Equipment and Recommendations Thereon**

It shall be the responsibility of each bidder to make a thorough examination of the entire system at each location described in the Invitation and Bid prior to submission of that document for the services, to ascertain any and all conditions which may affect his operations and to submit as part of his bid a report of his findings, together with any recommendations he considers necessary to place the equipment in first class operating condition.

3.1.1 During that inspection, bidders shall make their determination as to the cost required to satisfy this requirement and make the required decisions to comply with this specification obligation. The cost, if any, associated with bringing the equipment up to first-class operating condition shall be amortized into bidder's monthly maintenance cost. There shall be no additional costs above the monthly cost.

3.2 **Bidder Requirements -**

All service technicians providing service under this contract shall have experience and training equivalent to journeyman mechanics of Steam Fitters Local 420 or shall possess a current Class A Engineer License issued by the City of Philadelphia.

3.2.1 **Codes And Ordinances**

The successful bidder shall do all work in accordance with the building codes, by-laws, regulations and requirements of the local, state and federal authorities in effect at the time of the execution of the work.

3.2.2 **Contractor's Personnel**

All personnel must observe all regulations in effect at the City agency. While on City property, employees shall be subject to the control of the City, but under no circumstances shall such persons be deemed to be employees of the City. Contractor shall not represent themselves as employees of the City.

3.2.2.1 The Contractor's employees shall be subject to such security clearance as the City deems is required, where appropriate.

3.2.3 **Safety**

The successful bidder shall take all necessary precautions to ensure that the work covered by these specifications is done in a manner that does not endanger any person.

### 3.2.4 **Welding and Repair**

- 3.2.4.1 The bidder shall include with his bid submittal a copy of their current certification from the National Board Inspection Code (NBIC) which provides guidelines for the repair and alteration of boilers and has ASME qualified welders on staff to make repairs on all boiler and pressure piping.
- 3.2.4.2 The bidder shall include as part of the bid, the number of ASME qualified welders that will be assigned to this maintenance program and their certificates.
- 3.2.4.3 The bidder shall as part of the bid, provide a list of qualified agencies that will be used to independently inspect welds.
- 3.2.4.4 Prior to any welding, the successful bidder shall obtain from the City of Philadelphia, a Burn Permit to allow City personnel to coordinate their activities with the welding contractor.

### 3.3 **Pre-heating Season Requirements -**

Contractor shall, during the normal working hours in the building where the burner is located, during the months of July and August of the contract year, and during the regular working hours in the building where the burner is located, perform the following services:

- 3.3.1 Service provided shall include all labor, materials and equipment required to make all adjustments and repairs necessary to place the oil burner system in a reliable operating condition.
- 3.3.2 Make complete inspection of the burner mechanism, including all controls, valves and gauges, motors, the wiring, exposed fuel lines, pump, combustion chamber, and flues including chimney base; also all operational and monitoring devices that control the flow of oil or operation of the flame, to insure satisfactory operation of the oil burning units under all circumstances.
- 3.3.3 Clean, adjust, oil and make necessary repairs based on the above inspection, as required to place the entire mechanism in a safe and efficient operating condition, and make a test run of the burner.

- 3.3.4 Scrape and wire brush all scale and soot within the combustion chamber, flues and flue compartment at the base of the chimney. In connection with fire tube boilers, also scrape and wire brush tube sheets and punch tubes free and clean of all soot and scale. Clean all gas passes or gas sweep areas and heat transfer surfaces of boilers if soot accumulations exceed 1/32" (one thirty-second of an inch) or if the stack gas temperature exceeds the after value, as required in section , by more than 75° F. Cleaning shall be done within twenty-four (24) hours of a request by the City personnel in charge of the building in which the service is to be performed.
- 3.3.5 All debris will be swept up or vacuumed and removed from the premises..
- 3.3.6 Emergency service calls on a twenty-four (24) hour per day, seven days per week basis, within two (2) hours of notification by the City personnel in charge of the building in which the service is to be performed.

#### 3.4 Seasonal Requirements -

##### 3.4.1 Semi-Annual Requirements -

In October and again in February of the contract year, the contractor shall perform the following:

- 3.4.1.1 Conduct a combustion and thermal efficiency test on the Burner.
- 3.4.1.2 Minimum testing shall include:
  - 3.4.1.2.1 Stack gas temperatures at the connection between boiler and the flue or chimney.
  - 3.4.1.2.2 Percent by volume of carbon dioxide (CO<sub>2</sub>), oxygen (O<sub>2</sub>) and carbon monoxide (CO) in the location where the temperature is taken.
  - 3.4.1.2.3 A smoke test conducted as a soot spot test on paper filters. Values of this test shall be reported as Ringelman or Bacharach numbers.
  - 3.4.1.2.4 Electronic testing with an electronic analyzer.

3.4.1.3 Adjust the air/fuel ratio such that not more than 21 percent by volume excess air and not more than 0.2 percent by volume of CO is present in the flue gas. Ideally, the O<sub>2</sub> content should range between 3.5 to 4.0 percent while maintaining the CO<sub>2</sub> level above 12.0 percent. Should this be impractical, a detailed explanation shall be included under “comments” of the report from Section 4.6.

3.4.2 Sections 3.2.1 and 3.2.1.1 shall be repeated after adjustments are made.

**3.4.3 In Season Requirements -**

Contractor shall provide the following service at any time during the contract period:

3.4.3.1 Service provided shall include all labor, material and equipment required to make all adjustments and repairs necessary to place the oil burner system in a satisfactory operating condition.

3.4.3.2 In season, all cleaning shall be done within twenty-four (24) hours after being requested by City personnel in charge of the building in which the service is to be performed. This shall be in addition to the cleaning performed under preheating season requirements.

3.4.3.3 Service under this contract shall be performed only on the specific burner systems enumerated in the Invitation and Bid of which this specification forms a part, provided however, that if the particular department covered by this contract shall make any new oil burner installations during the life of the contract they shall be serviced upon formal notification from the Procurement Department at the same rate as like burners already listed in the Invitation.

**3.4.4 Yearly Requirements -**

Contractor shall provide the following service at any time during the contract period:

3.4.4.1 Emergency shall be anytime beyond the regular eight (8) hour working day, 8:00 AM to 5:00 PM, Saturdays, Sundays and City holidays. Emergency service calls on a twenty-four (24) hour day, seven (7) day per week basis, within two (2) hours of notification by City personnel in charge of the building in which the service is to be performed.

3.4.4.2 Service provided shall include all labor, material and equipment required to make all adjustments and repairs necessary to place the steam generator and the oil burner system in a satisfactory operating condition.

3.4.4.3 During the contract period, all tubes of boilers shall be cleaned as required. This requirement will depend on the soot accumulation inside the tubes of the boilers, and cleaning shall be done within twenty-four (24) hours after being requested by the City personnel in charge of the building in which the service is to be rendered. This shall be in addition to the cleaning performed under first month of year contract requirements.

3.4.4.4 Service under this contract shall be performed only on the specific burner systems enumerated in the Invitation and Bid of which this specification forms a part, provided however that if the particular department covered by this contract shall make any new oil burner installations during the life of this contract they shall be serviced upon formal notification from the Procurement Department at the same rate as like oil burners system packaged units already listed in the Invitation and Bid.

**3.4.5 Monthly Requirements -**

Contractor shall perform the following service every month during the contract period:

3.4.5.1 Automatic monthly inspection of all controls.

3.4.5.2 Automatic monthly test of CO<sub>2</sub>, draft, and oil pressure, including all required adjustments for operation of the unit at maximum requirements.

3.4.5.3 Service provided shall include all labor, material, instruments and equipment required to make all tests and adjustments as specified above.

**3.4.6 Emergency Overtime Call-Back Service -**

The successful bidder shall provide emergency minor adjustment call back service on any day of the week, at any hour day or night, holidays included, as part of this contract, without additional charge.

**3.5 Boiler Cleaning**

3.5.1 Fireside cleaning on all hot water boilers.

3.5.2 Fireside and waterside cleaning on all steam boilers.

3.5.3 At a minimum, one time/year during the course of any contract for oil and gas burner maintaining the following shall apply:

3.5.4 Contractor shall provide all supervision, labor and equipment required to open and clean all boilers.

3.5.4.1. Fireside (Hot Water and Steam Boilers)

- Open flue doors
- Wire brush all fireside passageways
- Vacuum clean soot and loose debris from flue passages and combustion chamber
- Vacuum clean and inspect base of chimney (provided access is available)
- Close and seal flue doors with high temperature rope or blanket insulation.

3.5.4.2 Waterside: (Steam Boilers Only)

- Drain boiler
- Remove all manway and handhole access covers
- Flush clear any sediment
- Inspect waterside, note and report any anomalies
- Open, Flush and inspect low water cut outs (LWCO'S)
- Clean all gasket surfaces and install new gaskets prior to reinstalling handholes and manways.
- Fill boiler to normal operating level and check for leaks

#### 4. DEFINITIONS

The following terms shall be used throughout this specification and Invitation and Bid:

**BIDDER** shall mean the organization tendering a Bid to the Purchaser to execute a contract consistent with the scope of work as listed in the Purchaser's Bid.

**BID PRICE** shall mean the sum named by the Bidder at the time the Bid is submitted to the Purchaser.

**BOILER SYSTEM** shall mean the complete boiler room assembly that is to be maintained by the successful bidder. This includes but is not limited to the boilers, boiler feedwater pumps, water softener, chemical feed system, condensate return and the blowdown recovery system.

**CITY OPERATOR** shall mean an employee of the City of Philadelphia assigned to operating the boiler system. (See Appendix A)

**COMPONENT** shall mean those electrical, instrumentation, piping and mechanical devices used to integrate the operation of all the boiler equipment to make the boiler system fully operational. For example, the boiler is a piece of equipment which includes in its assembly the following components: burner assembly, gas booster, drums and tubing, safety relief valve, boiler water level, steam pressure and temperature control. Component shall also be used to indicate a switch, a relay, a valve, a gauge and/or and instrument not purchased as part of the complete boiler system.

**CONTRACT** shall mean the agreement between the purchaser and the contractor for the incorporation of the work as defined in this specification and Invitation and Bid; and signed by persons legally authorized by the purchaser and the contractor.

**CONTRACT PRICE** shall mean the sum named at the time the contract is awarded by the purchaser.

**EQUIPMENT** shall mean the major pieces of equipment in the burner system.

**MAINTENANCE CONTRACTOR** shall mean the successful bidder or an individual employed by the successful bidder to execute the provisions of the maintenance contract. This may also be either a subcontractor (if stipulated in the Invitation and Bid) assigned by the successful bidder or an employee of the equipment manufacturer assigned to perform maintenance or repairs as planned by the successful bidder and authorized by the Purchaser.

**MANUFACTURER** shall mean the vendor of the equipment to be maintained by the successful bidder. The manufacturer shall also supply the successful bidder all the operating and maintenance manuals, and a list of recommended spare parts and special tools to perform the necessary maintenance of the burner system.

**PURCHASER** shall mean the City of Philadelphia or its designee who will award and administer the contract with the successful bidder.

**SPARE PARTS** shall mean those parts required to maintain the burner system equipment and components operational for a minimum of 1200 continuous service. This may include but is not limited to bearings, gaskets, mechanical seals, packing, gauges, valves, switches, thermocouples, etc.

**SPECIAL TOOLS** shall mean those tools either recommended by or supplied by an equipment or component manufacturer that is specifically required to maintain, calibrate and or repair the equipment or component.

#### **4. NOTES AND CONDITIONS OF AWARD AND CONTRACT**

4.1 Bidder shall inspect in detail the installations in order to acquaint themselves with the amount of work to be done. 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 condition affecting the work.

4.2 The Procurement Commissioner reserves the right to make awards on the basis of individual locations of burner installation, by total price for each group of burners, or a total basis or on any combination of basis as he/she deems to be in the best interests of the City.

4.3 The respective units shall be serviced only by manufacturer's factory approved and trained personnel or manufacturer's factory approved Contractors.

#### 4.4 DOCUMENTATION

4.4.1 The successful bidder shall include as part of the maintenance program, a documentation system consisting of, but not limited to:

- Pre-outage inspection documents containing a review of unit history, visual inspections and walk down while the boiler system was in operation; and a checkout list of thermacouples, pressure gauges, ionitors, fuel-burning equipment, safety valves in the system.

- Outage report summarizing the findings during the outage, such as:

- Condition of pressure and non-pressure boiler component parts
  - Corrosion
  - Spare parts installed
  - Refractory repair or replacement
  - Equipment replacement

- Maintenance log on all boiler system equipment and components listing:

- Date and time maintenance performed
  - System status during maintenance
  - In-service, forced outage, scheduled outage
  - Labor hours required to perform maintenance
  - Materials (Description and Quantity) required to perform maintenance

- Spare parts and special tools inventory log
- Work Order authorization form

4.5 Upon completion of any service job, servicemen shall leave with personnel in charge of the installation a service ticket showing in detail the service rendered and material furnished, if any.

#### 4.5.1 Service Ticket -

The successful bidder shall be required to furnish to the City locations a written report upon completion of each service call and at the end of each day on which service is performed. The report shall include the following as a minimum:

- a. Date(s) and time(s) of service
- b. Job Name and Location
- c. Name(s) of Service Technician(s)
- d. Identification of Equipment Serviced
- e. Actions Taken (written description in layman's terms)
- f. Supplies and Materials Used (quantity and description)
- g. Signature of City agency representative
- h. Signature of lead Service Technician

4.6 Upon completion of the semi-annual boiler tune-ups, servicemen shall leave with personnel in charge of installation a test result report showing the following results:

**“EXAMPLE FORM”**

CITY OF PHILADELPHIA

Test Record for bldg. \_\_\_\_\_ Burner # \_\_\_\_\_

Location \_\_\_\_\_ Date \_\_\_\_\_

Reported to: \_\_\_\_\_

Test	Before Adjustment	After
<u>Stack Gas Temp.</u>	°F	°F
<u>Stack Draft Inch W.C.</u>	°F	°F
<u>Oxygen (O2) by volume</u>	%	%
<u>Carbon Dioxide (CO2) by volume</u>	%	%
<u>Carbon Monoxide (CO) by volume</u>	%	%
<u>Smoke Number Ringleman R, Bacharach B</u>		
<u>Combustion Efficiency</u>	%	%

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tested by: \_\_\_\_\_ Company \_\_\_\_\_

Comments: (For Illustrative Purposes Only)

This burner was sooty. It should be cleaned.

We decreased the combustion air to the burner slightly, which lowered the stack temperature, and increased the CO<sub>2</sub>.

Copies of combustion tests shall be forwarded to the Department of Public Property, Energy Management Office, Room 1070 M.S.B.

- 4.7 It shall be the responsibility of the Contractor, upon the termination date of the contract, to leave the equipment in first-class operating condition.

## **5. INSTRUCTIONS TO ORDERING AGENCIES**

- 5.1 When submitting purchase requisitions for oil-burner service, the ordering agency will identify each burner for which service is requested by location, manufacturer, model number, serial number and units of horse-power. Horse-power designations of less than 20 shall be classified as "Residential" and horsepower designation of 20 and above shall be classified as "Industrial." Included with the location and equipment shall be the choice of method of payments for the fiscal year (see section 4 of the Invitation and Bid).

### **5.2 Inspection and Test by City -**

The City reserves the right to make inspections and tests as 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 Contractor place the equipment in condition to meet with these requirements. If the Contractor fails to comply with such demands, within a reasonable time, the City may, give written notice to the Contractor, terminate his right to proceed further with the work. In such event, the City may take over the work and prosecute it to completion, by Contract otherwise, and the Contractor and his sureties (if any) shall be liable to the City for any excess cost occasioned the City hereby.

### **5.3 Approval of Work -**

All completed work shall be approved by the ordering agency 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.

#### **5.4 Basis of Payment -**

Payment will be made to the successful bidder as follows:

Once per month, following receipt of invoice and a copy of service ticket for every location or payment will not be made.

The liability of the City will be limited to the items listed in the Invitation and Bid, and no other costs or charges will be assumed.

### **6. INSTRUCTIONS TO ORDERING DEPARTMENTS**

- 6.1 When submitting purchase requisitions for oil burner service, the ordering agency will identify each burner for which service is requested by units of horse power. Horse power designation of less than 20 shall be classified as “Residential” and horsepower designation of 20 and above shall be classified as “Industrial”.

## APPENDIX A

### Preventive Maintenance Program

#### Maintenance & Testing Checklist

Listed below are the recommended series of tests, component replacements and verifications to be performed by City personnel or the Maintenance Contractor to assure that the boiler systems are operating correctly. Included as part of the list is the recommended frequency at which these tasks should be executed.

<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
<b>General</b>			
Gauges, monitors & indicators readings	Daily	City Operator	Make visual inspection and record on log.
Instrument & equipment settings	Daily	City Operator	Make visual check against factory recommended specification
Replaces all sight glasses	Annually	Maintenance Contractor	
Gauges, monitors & indicators checking and adjustments	Weekly	Maintenance Contractor	
Replacement of defective gauges, instruments, monitors & indicators	As required	Maintenance Contractor	
Maintenance operating log	Daily	City Operator	
Review of operating log	Weekly	Maintenance Contractor	

<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
<b>Burner</b>			
Fuel valves	Weekly	Maintenance Contractor	Open limit switch, make audible and visual checks; check valve position indicators; check fuel meters.
Pilot valves Main gas valves	Annually	Maintenance Contractor	Perform leak tests; refer to manufacturer's instructions.
Firing rate control	Weekly	Maintenance Contractor	Visual inspection
Firing rate control	Annually	Maintenance Contractor	Verify factory settings; check w/combustion test instruments.
Flame failure	Weekly	Maintenance Contractor	Close manual fuel supply for (1) pilot, (2) main fuel valves; check safety shut-down timing; log.

<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
Flame signal strength	Weekly	Maintenance Contractor	If flame signal meter has been installed, read and log; for both pilot and main flames, City operator to notify Maintenance Contractor if readings are very high, very low or fluctuating. Also refer to Manufacturer's instructions
Pilot turn down tests	As required/ Annually	Maintenance Contractor	Required after any adjustments to flame scanner mount or pilot burner; verify annually.
Refractory hold in	As required/ Annually	Maintenance Contractor	Required after any adjustments to flame scanner mount or pilot burner; verify annually.
Low water cutoff	Monthly	Maintenance Contractor	

<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
High limit safety control	Annually	Maintenance Contractor	Refer to manufacturer instructions
Low draft interlock	Annually	Maintenance Contractor	Refer to manufacturer instructions
Operating control	Annually	Maintenance Contractor	Refer to manufacturer instructions
High and Low gas pressure switch	Annually	Maintenance Contractor	Refer to manufacturer instructions
High and Low oil pressure indication	Daily	City Operator	Visual inspection Refer to manufacture instructions
Fuel valve interlock switch	Annually	Maintenance Contractor	Refer to manufacturer instructions
Boiler blowdown	Daily	City Operator	
Oil pressure gauge replacement	Annually	Maintenance Contractor	
High steam pressure switch	Annually	Maintenance Contractor	Refer to manufacturer instructions

<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
Chemically clean boiler	Annually	Maintenance Contractor	Refer to manufacturer instructions
Repack damaged refractory	As required/ Annually	Maintenance Contractor	Refer to manufacturer instructions
High steam pressure switch	Annually	Maintenance Contractor	Refer to manufacturer instructions
Safety valve	As required	Maintenance Contractor	In accordance w/procedures in ASME boiler codes
Burner pressure switch low	Annually	Maintenance Contractor	Refer to manufacturer instructions
Boiler feedwater pumps			Part of dearator package
Pump operating	Daily	City Operator	
Discharge pressure high	Daily	City Operator	
Discharge pressure low	Daily	City Operator	
Pump noise	Daily	City Operator	Refer to manufacturer instructions

<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
Lubrication	Weekly	Maintenance Contractor	Refer to manufacturer instructions
Low water cutoff	Monthly	Maintenance Contractor	
High water cutoff	Monthly	Maintenance Contractor	
High Limit safety control	Annually	Maintenance Contractor	Refer to manufacturer instructions
Recirculation pump operating	Daily	City Operator	
Recirculation pump discharge pressure high	Daily	City Operator	
Recirculation pump discharge pressure low	Daily	City Operator	
Recirculation pump noise	Daily	City Operator	Refer to manufacturer instructions
Recirculation pump lubrication	Weekly	Maintenance Contractor	Refer to manufacturer instructions
<b>Water Softener</b>			
Timer adjustment	Monthly	Maintenance Contractor	
Timer repair/replacement	As required	Maintenance Contractor	

<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
Softened water analysis	Weekly	Maintenance Contractor	
Bed Breakthrough	As required	Maintenance Contractor	Adjust timer, brine, concentrate or replace bed
Salt makeup	Monthly	Maintenance Contractor	
Valve maintenance	As required	Maintenance Contractor	Typically every 2 to 3 years. Refer to manufacturer instructions
<b>Chemical Feed System</b>			
Timer adjustment	Monthly	Maintenance Contractor	
Timer repair/replacement	As required	Maintenance Contractor	
Pump metering adjustment	Monthly	Maintenance Contractor	
Pump repair/replacement	As required	Maintenance Contractor	
Boiler water chemical analysis	Weekly	Maintenance Contractor	

## APPENDIX B

### Maintenance & Testing Checklist for City Hall

Listed below are the recommended series of tests, component replacements and verifications to be performed by city personnel or the Maintenance Contractor to assure that the City Hall Boiler System is operating correctly. Included as part of the list is the recommended frequency at which these tasks should be executed

<b>Task No.</b>	<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
0.0	General			
0.1	Gauges, monitors & indicators readings	Daily	City Operator	Make visual inspection and record readings on log
0.2	Instrument & equipment settings	Daily	City Operator	Make visual check against factory recommended specification
0.3	Replace all sight glasses	Annually	Maintenance Contractor	
0.4	Gauges, monitors & indicators checking and adjustments	Weekly	Maintenance Contractor	
0.5	Replacement of defective gauges, instruments, monitors & indicators	As required	Maintenance Contractor	
0.6	Maintain operating Log	Daily	City operator	

<b>Task No.</b>	<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
0.7	Review of operating log	Weekly	Maintenance Contractor	
1.0	Boiler			
1.1	Fuel valves	Weekly	Maintenance Contractor	Open limit switch; make audible and visual checks; check valve position indicators; check fuel meters
1.1.1	Pilot valves Main gas valves	Annually	Maintenance Contractor	Perform leak tests; refer to Manufacturers instructions
1.2.1	Firing rate control	Weekly	Maintenance Contractor	Visual inspection
1.2.2	Firing rate control	Annually	Maintenance Contractor	Verify factory settings; check with combustion test instruments
1.3	Combustion safety controls			

<b>Task No.</b>	<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
1.3.1	Flame failure	Weekly	Maintenance Contractor	Close manual fuel supply for (1) pilot, (2) main fuel valves; check safety shutdown timing; log
1.3.2	Flame signal strength	Weekly	Maintenance Contractor	If flame signal meter has been installed, read and log; for both pilot and main flames, City Operator to notify Maintenance Contractor if readings are very high, very low or fluctuating. Also refer to Manufacturers instructions.
1.3.3	Pilot turn down tests	As required/ Annually	Maintenance Contractor	Required after any adjustments to flame scanner mount or pilot burner; verify annually
1.3.4	Refractory hold in	As required/ annually	Maintenance Contractor	Required after any adjustments to flame scanner mount or pilot burner; verify annually.

<b>Task No.</b>	<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
1.4	Low-water cutoff	Monthly	Maintenance Contractor	
1.5	High limit safety control	Annually	Maintenance Contractor	Refer to Manufacturer instructions
1.6	Low draft interlock	Annually	Maintenance Contractor	Refer to Manufacturer instructions
1.7	Operating control	Annually	Maintenance Contractor	Refer to Manufacturer instructions
1.8	High-and-Low gas pressure switch	Annually	Maintenance Contractor	Refer to Manufacturer instructions
1.9	High-and-Low oil pressure indication	Daily	City Operator	Visual inspection; refer to Manufacturer instructions
1.10	Fuel valve interlock switch	Annually	Maintenance Contractor	Refer to Manufacturer instructions
1.11	Boiler blowdown	Daily	City Operator	
1.12	Oil Pressure gauge replacement	Annually	Maintenance Contractor	

<b>Task No.</b>	<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
1.13	High steam pressure switch	Annually	Maintenance Contractor	Refer to Manufacturer instructions
1.14	Chemically clean boiler	Annually	Maintenance Contractor	Refer to Manufacturer instructions
1.15	Repack damaged refractory	As required/ Annually	Maintenance Contractor	Refer to Manufacturer instructions
1.16	High steam pressure switch	Annually	Maintenance Contractor	Refer to Manufacturer instructions
1.17	Safety valve	As required	Maintenance Contractor	In accordance with procedure in ASME boiler code
1.18	Burner pressure switch low	Annually	Maintenance Contractor	Refer to Manufacturer instructions
2.0	Boiler feedwater pumps			Part of Dearator Package
2.1	Pump operating	Daily	City Operator	
2.2	Discharge pressure high	Daily	City Operator	
2.3	Discharge pressure low	Daily	City Operator	
2.4	Pump noise	Daily	City Operator	Refer to Manufacturer instructions

<b>Task No.</b>	<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
2.5	Lubrication	Weekly	Maintenance Contractor	Refer to Manufacturer instructions
3.0	Deaerator			
3.1	Low-water cutoff	Monthly	Maintenance Contractor	
3.2	High-water cutoff	Monthly	Maintenance Contractor	
3.3	High Limit safety control	Annually	Maintenance Contractor	Refer to Manufacturer instructions
3.4	Recirculation Pump operating	Daily	City Operator	
3.5	Recirculation pump Discharge pressure high	Daily	City Operator	
3.6	Recirculation pump Discharge pressure low	Daily	City Operator	
3.7	Recirculation pump noise	Daily	City Operator	Refer to Manufacturer instructions
3.8	Recirculation pump Lubrication	Weekly	Maintenance Contractor	Refer to Manufacturer instructions
4.0	Water softener	As Required	Maintenance Contractor	
4.1	Timer adjustment	Monthly	Maintenance Contractor	

<b>Task No.</b>	<b>Task Description</b>	<b>Frequency</b>	<b>Task to be Performed by</b>	<b>Remarks</b>
4.2	Timer repair/ replacement	As required	Maintenance Contractor	
4.3	Softened water analysis	Weekly	Maintenance Contractor	
4.4	Bed breakthrough	As required	Maintenance Contractor	Adjust timer, brine, concentrate or replace bed
4.5	Salt makeup	Monthly	Maintenance Contractor	
4.6	Valve maintenance	As required	Maintenance Contractor	
4.7	Bed replacement	As required	Maintenance Contractor	Typically every two to three years. Refer to Manufacturer instructions
5.0	Chemical feed system	As required	Maintenance Contractor	
5.1	Timer adjustment	Monthly	Maintenance Contractor	
5.2	Timer repair/ replacement	As required	Maintenance Contractor	
5.3	Pump metering adjustment	Monthly	Maintenance Contractor	
5.4	Pump repair/ replacement	As required	Maintenance Contractor	
5.5	Boiler water Chemical analysis	Weekly	Maintenance Contractor	

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

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

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

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

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

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

**DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF**

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

**Bidder’s Name:** \_\_\_\_\_ **Bid Number:** \_\_\_\_\_

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

**Disclosure of Women as Board Members and Executive Staff**

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

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

**Aspirational Goals for Women as Board Members and Executive Staff**

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

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

**Identify Below Any Efforts to Achieve the Aforementioned Goals:**

---

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

Beginning October / November 2016, all bid opportunities will be posted on PHLContracts. **REGISTER TODAY!!!**



*Your gateway to better business*

**[www.PHLContracts.phila.gov](http://www.PHLContracts.phila.gov)**

**PHLContracts** is a web-based system for doing business with the City of Philadelphia. This system provides new functionality to businesses that are interested in contract opportunities posted by the Procurement Department related to construction, supplies, equipment, non-professional services and concession (or revenue generating) contracts.

Once registered, your organization can easily:

- Search for bid opportunities
- Receive email alerts of opportunities industry specific areas that are of interest to you
- Submit bids electronically
- Get bid results online

Questions?

Email: [PHLContracts@phila.gov](mailto:PHLContracts@phila.gov)

Call: 215-686-4755 or 215-686-4720

Visit: [www.phila.gov/procurement](http://www.phila.gov/procurement)

City of Philadelphia

Trevor J. Day, Procurement Commissioner



**Procurement**  
**CITY OF PHILADELPHIA**  
**LIFE LIBERTY AND YOU**

## **BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES**<sup>1</sup>

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

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

### **2. BID SECURITY.**

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

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

---

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

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

### **3. BID PROCESSING FEE.**

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

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

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

- Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished.

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

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

**If you have questions, please contact Procurement Customer Service at [bid.info@phila.gov](mailto:bid.info@phila.gov).**



# CITY OF PHILADELPHIA

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

Trevor Day  
Procurement Commissioner

## **IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!**

### **City of Philadelphia Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids** **Period of Coverage: July 1, 2016 – June 30, 2017**

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

Dear Vendor:

The City of Philadelphia announces the City’s Annual Bid Security Program for fiscal year 2017. The Annual Bid Security Program continues to have a reduced non-refundable fee of **\$100.00** and covers the time period from July 1, 2016 to June 30, 2017. Coverage begins from the date of enrollment and payment until June 30, 2017. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City’s Annual Bid Security Program.** All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **\$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2016 to June 30, 2017**, complete this registration form and return the form with the non-refundable fee of **\$100.00** in the form of a company check, certified check, treasurer’s check, cashier’s check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of “**The City of Philadelphia**”. To clarify the precise use of the payment, enter the words “**Annual Bid Security Program FY2017**” on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of “Annual Bid Security Program FY2017” at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer’s check, cashier’s check, bank money order, or United States Postal Service money order.

For additional information or inquiries regarding this program, please contact Procurement Customer Service at [bid.info@phila.gov](mailto:bid.info@phila.gov).

Forward payment along with this registration form to:  
**ANNUAL BID SECURITY PROGRAM FY2017**  
Procurement Department  
1401 JFK Boulevard, 170A  
Philadelphia, PA 19102-1685

**Company Name:** \_\_\_\_\_

**Fed EIN/SSN:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**Telephone No:** (\_\_\_\_) \_\_\_\_\_ **Fax No:** (\_\_\_\_) \_\_\_\_\_

Make all payments to “The City of Philadelphia” in the amount of **\$100.00**, for “**Annual Bid Security Program FY2017**”.

- Certified Check     Cashier’s Check     Treasurer’s Check     Bank Money Order     USPS Money Order  
 Company Check (Only if Prior to Bid Opening)    **(NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED)**

Rcvd. \_\_\_/\_\_\_/\_\_\_ Pymt. Type \_\_\_\_\_ Ck.# \_\_\_\_\_



## **CITY OF PHILADELPHIA**

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

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

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

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

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

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



# CITY OF PHILADELPHIA

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

Trevor Day  
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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



# CITY OF PHILADELPHIA

## PROCUREMENT DEPARTMENT

### Customer Service Unit

#### This Is Not A Right To Know Request.

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

#### ATTENTION VENDORS

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

#### Mail Request To:

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

#### Enclose the following items:

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

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

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

#### BID RESULTS REQUEST FORM

Date of Request: \_\_\_\_\_

Bid Number Requested: \_\_\_\_\_ Opening Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### BID SUBMISSION

#### 1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of: the Invitation and Bid; all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and accepted by the City; and these Terms and Conditions of Bidding and Contract (the "Contract").

It is the sole responsibility of the bidder to ensure that the bidder has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only response and it is in the best interest of the City to do so.

#### 2. BID SECURITY.

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

#### 3. BID PROCESSING FEE.

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

#### 4. SPECIFICATIONS.

When a specification is issued in connection with the Invitation and Bid, no deviation will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with reference information concerning the style, type or kind of article and /or service desired. A bidder may offer an article, service and/or equipment, which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the

bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical supporting documentation) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better.

Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

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

#### 5. PATENTS.

The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Paragraph 19 Default and Termination.

#### 6. LOCAL BIDDING PREFERENCE.\*

In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number\* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### EVALUATION AND AWARD

#### 7. TYPES OF BIDDER RESTRICTED.

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

#### 8. RESPONSIVENESS.

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

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

#### 9. RESPONSIBILITY.

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

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

#### 10. CANCELLATION AND AWARD.

The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder. When applicable, unit pricing quoted will prevail in the event of any discrepancy(ies) between unit price and the extended amount. This same quoted unit price will be the determining factor in establishing applicable contract amount(s) and award(s).

#### 11. QUANTITIES AWARDED.

For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for none or all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

#### 12. DELIVERY, PRICE INCREASES AND TIE BIDS.

All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

### CONTRACT EXECUTION AND CONFORMANCE

#### 13. CONTRACTS.

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

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

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

### 14. PERFORMANCE SECURITY.

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

### 15. INSURANCE.

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

### (a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- i. Workers' Compensation – Statutory limits
- ii. Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease
- iii. Other states insurance including Pennsylvania

### (b) GENERAL LIABILITY INSURANCE

- i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- ii. Coverage: Premises operation; Blanket Contractual liability; Personal Injury liability; Products and completed operations; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

### (c) AUTOMOBILE LIABILITY

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

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

### 16. INDEMNIFICATION.

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

### 17. FAILURE TO EXECUTE CONTRACT.

Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

these Terms and Conditions of Bidding and Contract, shall be liable for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

### 18. ASSIGNMENT.

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

### 19. DEFAULT and TERMINATION.

All work performed and goods and services rendered by a successful bidder (referred to in this Section as "Contractor") under any Contract resulting from the Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and Contract and the specifications and requirements contained in the Invitation and Bid.

- a. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:
  - i. Failure by Contractor to comply with any provision of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with "applicable law" as that term is defined in Paragraph 24.
  - ii. Falseness of any representation or warranty by Contractor in the Contract or in other document(s) submitted to the City by Contractor in connection with the Invitation and Bid or fraud in connection with the performance of the Contract.
  - iii. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.
  - iv. A violation of law 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 charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.
  - v. Failure by Contractor to comply with Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans," or the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled

owned business enterprises.

- vi. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Paragraph 13 above.
- vii. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.
  - b. Upon the occurrence of an event of default, the Procurement Commissioner, in his/her sole discretion, may require Contractor to cure the default within a period of time to be determined by the Procurement Commissioner, or terminate the Contract in whole or in part and exercise any one or more of the following remedies (which remedies may be concurrent and shall be in addition to and not in lieu of the remedies available to the City at law, in equity, under any bond(s) filed in connection with the contract or under other sections of these Terms and Conditions of Bidding and Contract :
    - i. Purchase goods and/or services from others in substitution of goods or services that were not furnished or performed by Contractor or that were defective or otherwise in violation of any provision of the Contract; the cost of such substituted goods and services shall be the sole responsibility of Contractor and Contractor agrees to pay immediately, upon receipt of the City's invoice, the difference between the Contract price and the substituted product or service cost, plus any other loss, cost or damages incurred by the City.
    - ii. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

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

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### 20. PAYMENT FOR EQUIPMENT.

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

### TAX MATTERS

#### 21. TAX EXEMPTION.

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

#### 22. TAX INDEBTEDNESS.

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

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

Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Contractor shall be liable for all costs, losses and other damages resulting from the termination).

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

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

#### 23. TAX REQUIREMENTS.

Any person or entity that bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations.

- a. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:
  - i. Business Income and Receipts Tax
  - ii. Net Profits Tax
  - iii. City Wage Tax

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

### GENERAL INFORMATION

#### 24. COMPLIANCE WITH LAWS.

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

#### 25. NONDISCRIMINATION.

- a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.
- b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems

reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

#### 26. ETHICS REQUIREMENTS.

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

- a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.
- b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.
- c. Conflict of Interest. Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code Section 20-608.

#### 27. NORTHERN IRELAND, IRAN or SUDAN.

Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Accountability and Divestment Act of 2007. In furtherance of this ordinance, bidder makes the following certification and representations:

- a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

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

- a. In accordance with Philadelphia Code Section 17-104 (2), the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

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

- b. In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:
  - (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
  - (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

- (iii) the intended efforts by the contractor to achieve the aspirational goals.

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

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

### **29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.**

- a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be \$10.88 per hour; on January 1, 2015, the minimum wage shall be \$12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.\* Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid. Accordingly, Contractor by submission of its Bid, acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City, at its request, all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.
- b. The following services require the payment of prevailing wages and submission of certified payroll records under Philadelphia Code Section 17-107 for compensation that exceeds \$200,000.: landscaping; building care and maintenance; custodial/janitorial housekeeping; security guard service; demolition; snow removal; stucco; roof capping; furniture moving; locking systems and repairs; mechanical/HVAC maintenance and repairs; elevators, escalators, and electrical maintenance and repair, and subcontracts of all or a portion of such contracts. In addition, building service contracts for compensation exceeding \$100,000. are also subject to Section 17-107.

## SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

### 30. PROTECTION OF DISPLACED CONTRACT WORKERS.

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

### 31. EQUAL BENEFITS.

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

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

### 32. Protected Health Information.

(a) The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA ("Covered Components"). The Covered Components of the City as of August 1, 2013 include: Ambulatory Health Services, a unit of the Philadelphia Department of Public Health ("PDPH"); the Office of Behavioral Health and Intellectual Disability Services; the Philadelphia Nursing Home (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Philadelphia Public Health Laboratory (a unit of

PDPH). This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Paragraph 32.

(b) To the extent (1) this contract is awarded by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the contract is a Covered Component), and (2) Contractor is a "Business Associate" of the City, as defined in 45 CFR §160.103, Contractor shall comply with the City's Terms and Conditions Relating to Protected Health Information ("City PHI Terms") posted on the City's website (at <http://mbec.phila.gov/procurement/forms/Terms%20Relating%20To%20PHI.pdf>). The City PHI Terms are hereby incorporated in this Paragraph 32 as if fully set forth herein.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the Invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties, the form of which may be "Renewal Letter" or an "Add-On Letter" as issued by the Procurement Department. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

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

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

SIGNING OF BIDS:

If the bidder is an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed \$32,000, date and sign the bid here, with the original signatures, in ink.

This \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
(Signature of Owner, Partner)

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Business Name of Bidder)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

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

This \_\_\_\_\_ day of \_\_\_\_\_ 20

CORPORATE SEAL

\_\_\_\_\_  
(Corporate or Business Name of Bidder)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

\_\_\_\_\_  
(Signature of President or Vice President)

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

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

\_\_\_\_\_  
(Assistant City Solicitor)

\_\_\_\_\_  
(Procurement Commissioner)