

## **IMPORTANT NOTICE TO ALL BIDDERS**

ALL CURRENT **MASTER BID SECURITY** MEMBERSHIPS WILL EXPIRE ON **JUNE 30, 2008**. IN ORDER TO CONTINUE TO PARTICIPATE IN THE MASTER BID SECURITY PROGRAM STARTING JULY 1, 2008, YOU **MUST** REAPPLY. FOR FURTHER INFORMATION PLEASE GO TO:

**<http://mbec.phila.gov/procurement/forms/masterbidsecurityappli2008.pdf>**

## BID OPENING DATE AND TIME

**On: June 20, 2008**

**AT: 10:30 A.M.**

<b>BID NO.</b>  <b>S9Z54590</b>	<b>PAGE</b> <b>1</b> <b>OF</b> <b>88</b>	<b>INVITATION AND BID</b>  <b>ADVERTISED</b>	<b>BIDDER MUST</b> <b>COMPLETE BELOW</b>  <small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.</small>
<small>This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.</small>		  <b>CITY OF PHILADELPHIA</b> <b>PROCUREMENT DEPARTMENT</b> <b>MUNICIPAL SERVICES BLDG.</b> <b>1401 JFK BLVD, ROOM 170A</b> <b>PHILADELPHIA, PA 19102-1685</b>	<b>NAME AND ADDRESS OF FIRM</b>          <b>Federal EIN/Social Security Number</b>
<b>DEPARTMENT</b> <b>VARIOUS</b>	<b>DIVISION</b> <b>VARIOUS</b>		
<b>AWARDED</b>			
<b>DATE</b> <b>FOR THE PROCUREMENT COMMISSIONER</b>			<b>BUYER</b> <b>D. Snyder</b> <b>P. Robertson</b>

**TITLE OF BID**                      **OIL, GAS BURNER & BOILER MAINTENANCE & SERVICE**

### GENERAL INFORMATION

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

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

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

### BID QUESTIONS

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

### BID SECURITY

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

### BID SIGNATURE

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

For City Use Only

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

**VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)**

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

*Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises<sup>1</sup>*

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

REVISED 4-2007

<sup>1</sup> MBE/WBE/DSBES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

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**SECTION 1: GENERAL BID SUBMISSION**

1.1 **TITLE: Oil, Gas Burner & Boiler Maintenance**

1.2 **SCHEDULE NO: 40**

1.3 **CONTRACT TERM:** 7/1/08 to 6/30/09 (“Initial Term”), with an option to renew for up to three (3) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

1.3.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the “Renewal Notice”) notifying the Contractor that the Contract is renewed for the 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.

1.3.2 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.

If participation in the City’s Master Performance Security Program is required under this Invitation and Bid, Contractor shall not be required to pay any additional fees upon the issuance of the renewal notice and/or contract amendment for an Additional Performance Period.

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**1.4 CONTRACT TYPE: REQUIREMENTS**

1.4.1 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. 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.

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

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

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

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

**1.6 STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for Oil Burner, Gas and Boiler Maintenance Service for the various City agencies and departments as specified in the Procurement Department Specification 26-B-1g:02, Section 2 and Appendix A during the contract period.

**1.7 BID SECURITY**

1.7.1 Bid security shall be based upon **cumulative bid amount per subsection or extended total bid amount in Section 5.**

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

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Bidders already enrolled in the City's Master Bid Security Program for Fiscal Year 2007 - 2008 (July 1, 2006 to June 30, 2008) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

1.7.3 **Bids Opening July 1, 2007 through June 30, 2008** Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2007 - June 30, 2008)** by submitting a check in the amount of **\$120.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is non-refundable. Or if, and only if, the bidder chooses to submit the check with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

1.7.4 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount of **\$ 2,500.00.**

1.7.5 A bid which is not accompanied by this required security may be rejected.

1.8 **BID INFORMATION:**

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

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

1.9 **BID SUBMISSION:**

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- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1<sup>st</sup> Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**  
All bids submitted where the bid total is greater than \$25,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the “Terms and Conditions of Bidding and Contract.”
- 1.9.7 **PARTICIPATION:**  
When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Minority Business Enterprise Council Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

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

Completion of this form will not, in any way, impact the City’s determination concerning bidder’s responsiveness to the requirements of the bid and the award process. The information provided in the “Voluntary

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Participation and Commitment Form (Bid)” will be for the City’s information.

1.9.8 **LBE Certification:**

In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor’s LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime’s LBE certification number or the subcontractor’s name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

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

Prime or subcontractor’s LBE Certification Number\_\_\_\_\_

If applicable:

Subcontractor’s Name\_\_\_\_\_

**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.**

1.9.9 **INSPECTIONS OF EQUIPMENT AND RECOMMENDATIONS THEREON**

1.9.9.1 Optional site inspections will be held for all interested parties.

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1.9.9.2 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.

1.9.9.3 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.

1.9.9.4 Bidder agrees that any price list or other literature submitted with the bid is for verification of price, product or specifications only. Any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

1.9.9.5 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.

1.9.9.6 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.

1.9.9.7 Below (para. 2.15) are the names and telephone numbers of the contact persons for each department listed in Section 2.

1.9.10 Bidder's shall submit with their bid a report of the condition of the equipment.

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1.9.11 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 I the bid. No extra costs will be allowed for items within the scope of the bid.

1.9.12 See the following paragraphs below: 1.10.1 a, 1.10.2 and Procurement Specification 26-B-1g:02 & Appendix A, change to paragraph 3.2.4.1.

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

1.9.14 **BID QUESTIONS OR PROBLEMS**

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

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

1.9.15 **CONTACT PERSON(S):**

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**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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**1.10 BIDDER QUALIFICATION:**

1.10.1 Bidders must meet the following minimum qualifications:

- a. Supply 24 hours a day, seven days a week service within two (2) hours of notification.
- b. The bidder 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).
- c. Possess all tools, equipment, instruments and supplies necessary to perform the required services.

**1.10.2 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 this bid a list of at least five equivalent or larger installations to which he 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. Submit copies of the certifications with the bid.

Bidders 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 to 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.

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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1.10.3 All bidders must be a bona fide manufacturer of, or dealer in, the services specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid.

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

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

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1.10.5 **References**

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:	_____	_____	_____

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.**

**SECTION 2: SPECIFICATIONS**

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## 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-1g:02 and Appendix A for latest revision thereof.
- 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 do 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.

## 2.2 DEFINITIONS:

- 2.2.1 **Department Representative:** For purpose of this contract, Department Representative is defined to be the Building Maintenance Supervisor or a person designated by the ordering Department to be a responsible City representative at a particular location covered under this contract. The successful bidder shall request and receive from the Department a listing by location of the Department Representative prior to the start of any work under this contract.

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### 2.3 SUPERVISION OF PERSONNEL

- 2.3.1 The City reserves the right to deny access to any employee of the successful bidder when advance notice is not received.
- 2.3.2 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.
- 2.3.3 The City may assign a representative to accompany the service personnel.
- 2.3.4 **Contractor's Personnel**
- 2.3.4.1 All personnel shall be physically able to do their assigned work and shall be free from any communicable disease.
- 2.3.4.2 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 the contract.
- 2.3.4.3 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.
- 2.3.4.4 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 shall not represent themselves as employees of the City.

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- 2.3.4.5 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.
- 2.3.4.6 The contractor's employees shall be subject to such security clearance as the City deems is required.
- 2.3.4.7 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.
- 2.3.4.8 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.

## 2.4 **NOTIFICATION OF SERVICE**

- 2.4.1 The successful bidder will 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.
- 2.4.2 **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.

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## 2.5 **SPECIAL CONDITIONS**

### 2.5.1 **Occupied Buildings**

- 2.5.1.1 In occupied buildings, insure that normal routine can carry on while work is being done.
- 2.5.1.2 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.
- 2.5.1.3 Where excessive noise or obstruction is unavoidable, contact the designated department representative ahead of time to make suitable arrangements.

### 2.5.2 **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 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.

## 2.6 **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).

## 2.7 **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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## 2.8 REMOVAL OF RUBBISH

The successful bidder shall remove all rubbish as fast as it accumulates, keeping the building and premises clean during the progress of the work, and leave the premises at completion in perfect condition as far as the work under this contract is concerned.

## 2.9 MEETINGS

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

## 2.10 REPORTING

### 2.10.1 **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.

2.10.2 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.

### 2.10.3 **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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## 2.11 ROUTINE SERVICE

2.11.1 The successful bidder(s) shall perform all routine maintenance during normal business hours, 8:30 AM to 5:00 PM, 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.

### 2.11.2 **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.

#### 2.11.2.1 **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.

## 2.12 Emergency Service:

The successful bidder is to provide emergency service, as needed, between inspections. Emergency services are to be available at no additional cost to the City 24 hours each day; 7 days a week. Response time shall be two (2) hours from the time vendor is contacted by City personnel requesting service.

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

## 2.13 PARTS

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

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2.13.1.1 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

2.13.2 All parts and labor shall be included in your monthly cost. Paragraph 4.3 of Procurement Department Specification #26-B-1g:02 is deleted.

2.13.3 **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.

2.14 **ADDITIONAL SERVICE**

2.14.1 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.

2.14.2 The successful bidder may be asked to perform a periodic inspection of the pressure vessel by an authorized boiler inspector.

2.14.3 Technical requirements to be performed on a monthly basis as required by the City and in accordance with the Procurement Department Specification.

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2.14.4 Provision for City Certification – Shall consist of simulating a system failure and putting equipment under a load for a period of 30-60 minutes while recording the actual running amps during the running period.

2.15 **DEPARTMENTS AND CONTACT PERSONS**

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

<b><u>DEPARTMENT</u></b>	<b><u>NAME/TITLE</u></b>	<b><u>TELEPHONE NO.</u></b>
POLICE DEPARTMENT	Deborah Mckee	686-4563
PRISONS	Willie Lewis Prisons Maintenance Service Director	685-8490
FAIRMOUNT PARK	Mike DeSanto Park Facilities Mgr.	685-0116
FIRE DEPARTMENT	Chuck Shea Facilities Mgr.	686-1372
RECREATION	Tom Fox	686-8426
PUBLIC PROPERTY	Deborah Mckee	686-4563
HEALTH DEPT.	Tom O'Neil	685-0851
HUMAN SERVICES	Edward Moffot	686-8311

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

2.17 **SPECIAL INSTRUCTIONS FOR VARIOUS ORDERING DEPARTMENTS**

2.17.1 **DEPT. OF PUBLIC PROPERTY, BUILDING SERVICES DIV.**

For burners under Supervision of 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 nature of work performed at each location in accordance with preheating season requirements. (see Procurement Department specifications attached)

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

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

2.17.1.2 Annual boiler service for the below listed location 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.

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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
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.

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E. Combustion reports are to be filled out and submitted to Public Property's Plumbing Group Leader for his records.

2.17.1.3 LOCATIONS:

1<sup>st</sup> DIST.AND ENGINE 60  
24<sup>th</sup> &WOLD ST.  
WEIL-Mc CLAIN HOT WATER BOILER  
MODEL#LGB-11 BTU 1,430,000

6<sup>th</sup> DIST.11<sup>th</sup> & WINTER ST.  
1-WEIL-McCLAIN STEAM BOILER  
MODEL#LGB-10 BTU 1,170,00

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

16<sup>th</sup> DISTRICT 39<sup>th</sup> & LANCASTER AVENUES  
1-WEIL McCLAIN 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-McCLAIN HOT WATER BOILER  
MODEL#LGB-10 BTU 1,700,000

18<sup>th</sup> DISTRICT 55<sup>th</sup> & PINE ST.  
1-WEIL McCLAIN 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  
MPDEL#211-A-08WI BTU 1,470,000

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

35<sup>th</sup> DISTRICT & ENGINE 51  
BROAD & CHAMPLOST ST.

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1-MULTI-TEMP HYDRO THERM HOT WATER BOILERS  
MODEL# VMR-1800 BTU 1,800,000

39<sup>th</sup> DISTRICT 22<sup>nd</sup> & HUNTING PARK AVENUE  
1-WEIL-McCLAIN HOT WATER BOILER  
MODEL# LGB-20 BTU 2,470,000

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

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

ENGINE 6,BELGRADE & HUNTINGDON ST.  
3-WEIL McCLAIN HOT WATER BOILERS  
MODEL# EGH-125 BTU 550,000

ENGINE 7, KENSINGTON & CASTOR AVENUE  
3-WEIL McCLAIN HOT WATER BOILERS  
MODEL# PFG-6P1 BTU 325,000

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

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

ENGINE 16, 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, CHELTEN & BAYNTON  
1-WEIL McCLAIN HOT WATER BOILER  
MODEL# LBG-6 BTU- 650,000

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ENGINE 20, 10<sup>th</sup> & CHERRY ST.  
2- WEIL McCLAIN HOT WATER BOILER  
MODEL# PFG-6 BTU-305,000

ENGINE 25, BOUDINOT ST. & HART LANE  
1-H.B. SMITH HOT WATER BOILER  
MODEL# CC-12-W BTU- 825,000

ENGINE 27, 19<sup>th</sup> & OXFORD ST.  
2- WEIL McCLAIN HOT WATER BOILERS  
MODEL# PFG-6 BTU- 305,000

ENGINE 29, 4<sup>th</sup> & GIRARD AVENUE  
1- WEIL McCLAIN HOT WATER BOILER  
MODEL# EGH-115 BTU- 500,000

ENGINE 33, RICHMOND & KIRKBRIDE ST.  
2- WEIL McCLAIN HOT WATER BOILER  
MODEL# PFG-7-PI BTU-360,600

ENGINE 34, 28<sup>th</sup> & THOMPSON ST.  
1- WEIL McCLAIN HOT WATER BOILER  
MODEL# LBG-9 BTU- 1,040,000

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

ENGINE 38, OLD STATE ROAD & LONGSHORE AVENUE  
2- WEIL McCLAIN HOT WATER BOILERS  
MODEL# PFG-7-PI BTU- 360,600

ENGINE 43, 2110 MARKET STREET  
3- WEIL McCLAIN HOT WATER BOILER  
MODEL #M-GV-5 BTU- 140,000

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

ENGINE 46, FRANKFORD AVE. & LINDEN AVENUE  
1- WEIL McCLAIN HOT WATER BOILER  
MODEL# FBH-125 BTU- 400,000

ENGINE 47, 3031 GRAYS FERRY AVE  
1-WEIL McCLAIN HOT WATER BOILER  
MODEL# LG-8 BTU- 630,000

ENGINE 53, 4<sup>TH</sup> & SNYDER AVENUE  
1-WEIL McCLAIN HOT WATER BOILER  
MODEL# PFG-6-PI BTU- 300,000

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

ENGINE 57, 56<sup>th</sup> & CHESTNUT ST.  
1- WEIL McCLAIN 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, RISING SUN & SOMMERVILLE AVENUE  
1- WEIL McCLAIN STEAM BOILER  
MODEL# LGB-11 BTU- 1,300,000

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

ENGINE 64, RISING SUN AVE. & BENNER ST.  
1 -H.B. SMITH STEAM BOILER  
MODEL# G300-SW-10 BTU-675-000

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

ENGINE 69, 82<sup>nd</sup> & BARTRAM AVENUE  
2- WEIL McCLAIN HOT WATER BOILERS  
MODEL# PFG-7-PIN BTU-366,000

ENGINE 70, FOULKROD & LANGDON ST.  
1- WEIL McCLAIN STEAM BOILER  
MODEL# MLGB-12 BTU- 1,430,000

ENGINE 72, 1127 WEST LOUDEN ST.  
1- WEIL McCLAIN 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

2.17.2 **RECREATION DEPARTMENT PROVISION OF RECREATION SERVICES:**  
Successful bidder must advise the Deputy Commissioner of Recreation for the Maintenance Division within 24-hours after the completion of every job whether pre-season cleaning services or emergency work during the heating season.

2.17.3 **FAIRMOUNT PARK COMMISSION:**  
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.

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2.17.4 **STREETS DEPARTMENT**

The successful bidder shall report to the Bridge Maintenance Superintendent at 4010 Whitaker Ave. prior to and upon completion of service to the rooftop Units at 4040 Whitaker.

2.18 **PHILADELPHIA PRISON SYSTEMS**

In addition to the above requirements, the successful bidder must be able to repair all associated controls to Domesticated Hot Water Heater stacks (Motors, VFD drives 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.

2.18.1

<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	

2.19 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 proposal, the nature of the work performed.

2.20 **PRICING:**

Bidders shall submit A PRICE PER MONTH for all equipment for each location listed. Payment, however, shall be as stated in para. 4.1.5 (50%, 25%, 25%).

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Valve maintenance	As required	Maintenance Contractor	Typically every 2 to 3 years. Refer to manufacturer instructions
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**Chemical Feed System**

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

**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 MBEC documents (if applicable)

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

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

**3.2 AWARD:**

3.2.1 Bid will be awarded by department or as a whole to the lowest responsive responsible bidder. Bidders must bid each item in a section (a department) in order to be eligible for award for that section; it is not, however, necessary for bidder to bid all departments. Failure to bid all items within a section (department) will deem bidder ineligible for an award for that section (department).

**3.2.2 LBE Calculation:**

If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

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

**3.2.3 PERFORMANCE SECURITY:**

If the total award amount exceeds \$500,000, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.3.1 and 1.3.2 shall apply.

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

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

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

3.2.5 **INSURANCE:**

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

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

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.

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## **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 following information to help the City process payments to the Contractor as quickly as possible.
- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
  - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
  - (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to".
  - (d) The invoice must show the quantity and type of item or service and the price.
  - (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

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4.1.3 **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 or otherwise, and the contractor and his sureties (if any) shall be liable to the City for any excess cost occasioned the City hereby.

4.1.4 **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.**

4.1.5 **METHODS OF PAYMENT**

Paragraph 5.4 "Basis of Payment" in the Procurement Department Specification is 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 January 1st.

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

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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).

**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.
- 4.2.4 **DELIVERY:**  
Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, performance of services will be made within 30 days from date requested by Using Agency. **VENDOR NOTE:** In Section 5, specify delivery if other than 30 days.
- 4.2.5 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
  - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.6 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.

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

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

4.2.9 **REPORTS**

4.2.9.1 **RECYCLED USAGE REPORTS**

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

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

a. **Departmental Report**

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

b. **Item Report**

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

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

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

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

Product bid contains recycled content? YES  NO

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

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

Is your product shipped in returnable Containers? YES  NO

#### 4.2.10

##### **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

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and all cost associated with the return is 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.

4.2.13 **Invoices/Receipts:**

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

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

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 fully itemized invoices.

4.2.13.3.2 See also item 4.1.2 above.

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

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

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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**

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**CITY OF PHILADELPHIA**

**Hourly Prevailing Wage Rate Schedule**

**Oil, Gas Burner & Boiler Maintenance**

**S9-Z5459-0**

**Base Rate      Fringe Benefits**

**CLASSIFICATION**

<i>Boiler Maker</i>	\$35.26	\$20.31
<i>Steam fitters (Service only):</i>		
<i>(A) over 40 tons</i>	\$23.75	\$19.85
<i>(B) less than 40 tons</i>	\$22.55	\$19.85
<i>Electrician</i>	\$43.73	\$20.31
<i>Welder-Rate for craft to which welding work is incidental</i>		

**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 - 1st Floor**  
**Philadelphia, PA 19102-1670**  
**Telephone Numbers: (215) 686-4720/21**  
**Fax Number: (215) 686-4767**

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#### 4.4 **PRICE INCREASE OR DECREASE:**

The successful bidder(s) 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 three (3) additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

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

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

or

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

For each renewal the price increase and/or decrease shall be based on the Consumer Price Index for All Urban Consumers - Philadelphia **September** as published by the U.S. Department of Labor, Bureau of Labor Statistics.

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 **VIOLATION OF CONTRACT**

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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.

4.5.1 **Liquidated Damages:**

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

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

4.5.2 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 Department Buyer as they occur.

In the event of assessment of liquidated damages, if the vendor feels that extenuating circumstances contributed to the occurrence, a request for a

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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.

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

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**SECTION 5: PRICING**

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

**STATE PRICE PER MONTH BELOW:**

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

5.1 **RECREATION**

**26035 004 000**

5.1.1 Boyle (Somerton)- Hot Air;  
168,000 BTU output; oil burner;  
under 20 HP; 1.20 GPH burner  
nozzle output.

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

**26035 004 002**

5.1.2 Fitzpatrick - Hot Air;  
168,000 BTU output; oil  
burner; under 20 HP;  
1.20 GPH burner nozzle  
output.

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

**26035 004 004**

5.1.3 Lonnie Young - Hot Air;  
125,000 BTU output;  
oil burner; under 20 HP.

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

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.4	<b>26035 004 006</b> Piccoli - Hot Air; 125,000 BTU output; oil burner; under 20 HP.	12	MO	\$ _____	\$ _____
5.1.5	<b>26035 004 009</b> Mount Airy, 248,000 BTU output; oil burner; under 20 HP; 2.05 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.6	<b>26035 004 010</b> Pleasant - Hot Air; 84,000 BTU output; oil burner; under 20 HP; .75 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.6.1	<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	\$ _____	\$ _____
5.1.7	<b>26035 004 012</b> Venice Island - Hot Air; 156,800 BTU output; oil burner; under 20 HP; 1.40 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>
5.1.8	<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	\$ _____	\$ _____
5.1.9	<b>26035 004 018</b> Franklin - Hot Water; 173,000 BTU output; oil burner; under 20 HP; 1.50 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.10	<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	\$ _____	\$ _____
5.1.11	<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	\$ _____	\$ _____

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.12	<b>26035 004 021</b> Stokley, Hot Water; 200,000 BTU output; oil burner; under 20 HP; 1.65 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.13	<b>26035 004 022</b> Kensington Ramblers - Hot Water; oil burner; over 20 HP.	12	MO	\$ _____	\$ _____
5.1.14	<b>26035 004 034</b> Pleasant Hill Park/ Boat Ramp. 8900 Delaware Avenue & Linden. Oil Burner - 20 HP or less; 483 gallon tank above ground.	12	MO	\$ _____	\$ _____
5.1.15	<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	\$ _____	\$ _____

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.16	<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	\$ _____	\$ _____
5.1.17	<b>26035 004 026</b> Glavin - Hot Air; 85000 BTU output; oil burner; under 20 HP; 1.00 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.18	<b>26035 004 035</b> Pearlman Sports Complex. NW Corner of Port Royal & Harner Streets. Oil Burner 20 HP or less, 250 gallon tank below ground.	12	MO	\$ _____	\$ _____
5.1.19	<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	\$ _____	\$ _____

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.1.20	<b>26035 004 029</b> Cobbs Creek (1) - Hot Water; Hot Water Heater; oil burner.	12	MO	\$ _____	\$ _____
5.1.21	<b>26035 004 030</b> Island Rd. & Saybrook - Hot Water; 700,000 BTU ouput; oil burner; over 20 HP; 5.00 - 7.00 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.22	<b>26035 004 031</b> Capitola, Hot Water - oil burner, under 20 HP; .75 - 1.00 GPH burner nozzle output.	12	MO	\$ _____	\$ _____
5.1.23	<b>26035 004 036</b> Heritage Park Sydenham & Clearfield- Oil Burner - 20 HP or Less, 240 gallon tank Below ground	12	MO	\$ _____	\$ _____



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**Quantity      Unit of Measure      Unit Price      Total Amount**

5.1.27      **26035 011 029**  
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 assemble; Watts #740 1" relief  
Valve; Honeywell 1 ½ " gas valves  
12                      MO      \$ \_\_\_\_\_      \$ \_\_\_\_\_

5.1      **SUBTOTAL:**      \$ \_\_\_\_\_

5.2      **STREETS**

5.2.1      6th Highway Yard - State Rd. & Ashburner

5.2.1.1      **26035 008 002**  
Boiler; Weil  
McLain Co.;  
Size ABL-484WF,  
Series #1,  
M.B.H.Water 506.1.  
12                      MO      \$ \_\_\_\_\_      \$ \_\_\_\_\_

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		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
	<b>26035 008 003</b>			
5.2.1.2	Oil Burner, Beckett, Model SF Series, Serial #960919-87519.			
	12	MO	\$ _____	\$ _____
5.2.2	<b><u>Fleet's Shop 159 - 4040 Whitaker Avenue</u></b>			
	<b>26035 008 004</b>			
5.2.2.1	Roof Unit #1, packaged duct gas-fired furnace (3 burner); Reznor Model #RPVAK; 924,000 BTU output.			
	12	MO	\$ _____	\$ _____
	<b>26035 008 005</b>			
5.2.2.2	Roof Unit #2, packaged duct gas fired furnace (3 burner); Reznor Model #RPVAK; 924,000 BTU output.			
	12	MO	\$ _____	\$ _____
	5.2	<b>SUBTOTAL:</b>		<b>\$ _____</b>

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		FIRM NAME (Must be filled in)	

**Quantity      Unit of Measure      Unit Price      Total Amount**

5.3 **PROBATION**

**26035 009 000**

5.3.1 Court Probation, 4211 Chestnut St;  
under 20 HP residential.

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

5.3    **SUBTOTAL:**                      \$ \_\_\_\_\_

5.4 **PUBLIC PROPERTY**

**26035 010 019**

5.4.1 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    \$ \_\_\_\_\_                      \$ \_\_\_\_\_

5.4.2 Fleet's Shop 134,  
Front & Hunting Park Avenue

**26035 010 028**

5.4.2.1 H.B. Smith Boiler, Mills 4500A-16  
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    \$ \_\_\_\_\_                      \$ \_\_\_\_\_

5.4.2.2 **26035 010 029**

H.B. Smith Boiler, Mills 4500A-16-section,  
S/N# MB2002-131, 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    \$ \_\_\_\_\_                      \$ \_\_\_\_\_











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		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.4.18	<b>26035 005 013</b> Engine No. 73, 76th St. & Ogontz Avenue; (Duel Fuel Burner); Power Flame Burner; C1-GO-12 HBS-5 under 20 HP; residential, SN 98335862; Natural Gas; Oil #2 Steam Heater	12	MO	\$ _____	\$ _____
5.4.19	<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	\$ _____	\$ _____
5.4.20	<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	\$ _____	\$ _____

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		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.4.21	<b><u>Fleet Shop #036 - 26th &amp; Master Sts.</u></b>				
	<b>26035 010 023</b>				
5.4.21.1	Power Flame Burner C2-60-15 Oil #2 Min. 5.5 Max. 15.0 GPH Hot Water Heater	12	MO	\$ _____	\$ _____
	<b>26035 010 024</b>				
5.4.21.2	Power Flame Burner Oil Burner Only, C2-60-15 Oil #2 Min. 5.5 Max. 15.0 GPH Hot Water Heater	12	MO	\$ _____	\$ _____
5.4.22	<b>26035 005 026</b> Eng. 5, 43 & 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	\$ _____	\$ _____
5.4.23	<b>26035 005 027</b> Eng. 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	\$ _____	\$ _____
		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>

INVITATION AND BID Continuation	CITY OF PHILADELPHIA  PROCUREMENT DEPARTMENT  PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5459-0</b>	PAGE OF <b>61 88</b>
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5.4.24      **26035 005 028**  
 Eng. 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    \$ \_\_\_\_\_                      \$ \_\_\_\_\_

5.4.25      **26035 005 029**  
 Eng. 22, Comly & Academy Rd.  
 Power Flame Burner #JR15A-15,  
 Gas Burner Only, Natural Gas  
 Min.300 Max. 660 MBH; Hot Water  
 Heater, S/N 089831044.  
 12                      MO    \$ \_\_\_\_\_                      \$ \_\_\_\_\_

5.4.26      **26035 005 030**  
 Eng. 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    \$ \_\_\_\_\_                      \$ \_\_\_\_\_

5.4.27      **26035 005 031**  
 Eng. 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    \$ \_\_\_\_\_                      \$ \_\_\_\_\_

5.4.28      **26035 005 032**  
 Eng. 49, 13th & Shunk St.  
 Power Flame Burner #JR15A-10,  
 Gas Burner Only, Natural Gas,  
 Min. 300 Max. 660 MBH; Hot  
 Water Heater, S/N 089831049.  
 12                      MO    \$ \_\_\_\_\_                      \$ \_\_\_\_\_

<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
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- 5.4.29      **26035 005 033**  
Eng. 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 059819288.  
12                      MO    \$ \_\_\_\_\_                      \$ \_\_\_\_\_
- 5.4.30      **26035 005 034**  
Eng. 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    \$ \_\_\_\_\_                      \$ \_\_\_\_\_
- 5.4.31      **26035 006 020**  
92ND Dist., Lincoln Dr.  
& Gypsy Lane  
Beckett Burner CF-500;  
Oil Burner Only, Max.  
359 MBH; Oil #2; Hot  
Water Heater; S/N  
980720  
12                      MO    \$ \_\_\_\_\_                      \$ \_\_\_\_\_
- 5.4.32      **26035 010 017**  
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    \$ \_\_\_\_\_                      \$ \_\_\_\_\_

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5459-0</b>	PAGE OF <b>63 88</b>
		FIRM NAME (Must be filled in)	

		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.4.33	<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	\$ _____	\$ _____
5.4.34	<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	12	MO	\$ _____	\$ _____
5.4.35	<b>26035 010 025</b> Police Academy Pistol Range, Beckett Burner Oil Burner Only Model #AFG, Serial # 960812-39028 Hot Water Heater	12	MO	\$ _____	\$ _____
5.4.36	<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	\$ _____	\$ _____

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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.4.37	<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 \$ _____	\$ _____
5.4.38	<b>26035 006 015</b> 14 <sup>th</sup> District Germantown & 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 \$ _____	\$ _____
5.4.39	<b>26035 006 006</b> 5 <sup>th</sup> District Ridge and Cinnaminson Ave; (2) Power Flame Burner Dual Fuel Burner  #WCRI-GO-12 Serial # 019257368 #WCRI-GO-12 Serial # 019257367  Natural Gas 1357 Max MBH Oil #2 9.7 GPH Hot Water Heater	12	MO \$ _____	\$ _____
5.4.40	<b>26035 006 026</b> 24 <sup>th</sup> / 25 <sup>th</sup> Police District, 3901 Whitaker Ave. 2 Weil McLain Hot Water Boilers. Power flame burner gas only, model #JR50A-15HBS-8, Natural gas 650 MBH, Hot water heater S/N 147369 + 147368	12	MO \$ _____	\$ _____
		<b>Unit of</b>	<b>Unit</b>	<b>Total</b>



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- 5.4.44 **Annual Boiler Service:**
- 5.4.44.1 **26035 016 002**  
 Sites (see para 2.16.1.2 and 2.17.1.3)  
 1 YR \$\_\_\_\_\_ \$\_\_\_\_\_
- 5.4.44.2 **26035 016 003**  
 Hourly rate (straight time)  
 98 HR \$\_\_\_\_\_ \$\_\_\_\_\_
- 5.4.44.3 **26035 016 004**  
 Hourly rate (overtime)  
 8 HR \$\_\_\_\_\_ \$\_\_\_\_\_
- 5.4.44.4 **26035 020**  
 Parts for Annual Boiler Service ONLY:  
**Estimated Expenditure Parts \$5,000.00**

5.5 **FAIRMOUNT PARK**

- 5.5.1 **26035 011 001**  
 Wissahickon  
 Maintenance,  
 7300 Henry  
 Avenue; Oil  
 fired under  
 20 HP; Burner  
 Beckett  
 Model "A" 1/2"  
 FEED; Heater  
 Oneida Royal  
 L87 196C  
 forced hot air;  
 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>
5.5.2	<b>26035 011 002</b> East Park Canoe House, Kelly Dr. below Strawberry Mansion Bridge; under 20 HP; Marathon burner JPB4834S306B; Lenox Heater 012D2-70; 70,000 BTU hot air; filter size 16 x 25 x 1; oil tank size 500 gal.	12	MO	\$ _____	\$ _____
5.5.3	<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) water feed.	12	MO	\$ _____	\$ _____







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Quantity    Measure    Price    Amount

5.5.11	<b>26035 011 014</b> Old Stable - Axe Factory Road & Winchester Avenue; under 20 HP; Beckett burner MOD AFG Ser #940909-12240; Armstrong Air; 16 x 25 x 1 filter; 500 gal oil tank.	12	MO	\$ _____	\$ _____
5.5.12	<b>26035 011 035</b> Orinston Mansion 2000 Reservoir Dr. Heater B/R - Weil McLain Gold 218,000 Burner Beckett Model AFG	12	MO	\$ _____	\$ _____
5.5.13	<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	\$ _____	\$ _____





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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.5.18				
	<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	\$ _____	\$ _____
5.5.19				
	<b>26035 011 024</b>			
	Belmont Mansion, 4301 Belmont Mansion Dr.; over 20 HP - gas only; Weil McLain P-MGB5 boiler.			
	12	MO	\$ _____	\$ _____
5.5.20				
	<b>26035 011 025</b>			
	Woodford Mansion, 2300 North 33rd St.; 526,500 BTU HR boiler; Weil McLain LGB6 Steam Burner; 2 Jet Pump 1/3 HP Model #B665-50J; Square D Tank & Switch float ball assembly.			
	12	MO	\$ _____	\$ _____



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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.5.23	<b>26035 011 037</b> Case Building Belmont Ave. & Parkside Avenue Weil McLain Gas Fired Boiler C-G8-SPDN			
	12	MO	\$ _____	\$ _____
5.5.24	<b>26035 011 043</b> Cedar House 200 W. Northwestern Avenue Philadelphia, PA 19118-3620 Crown Boiler Model TWZ 125 Beckett Burner Model AFG			
	12	MO	\$ _____	\$ _____
5.5.25	<b>26035 011 045</b> F.D.R. sables, 1500 Pattison Ave: (1) Smith Boiler Model # F98-8; Serial #B263964-98 Series 19-3, under 20 HP; (1) Beckett Burner Model #CF500 Serial #980610-43905			
	12	MO	\$ _____	\$ _____
<b>5.5 SUBTOTAL</b>			<b>\$ _____</b>	

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		<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.6	<b><u>HEALTH</u></b>				
5.6.1	<b>26035 014 000</b> Health Center #9A, 4401 Main St.; under 20 HP; residential	12	MO	\$ _____	\$ _____
5.6.2	<b>26035 014 002</b> Health Center, #10 2230 Cottman Avenue; under 20 HP.	12	MO	\$ _____	\$ _____
	5.6	<b>SUBTOTAL</b>		\$ _____	
5.7	<b><u>WELFARE</u></b>				
5.7.1	<b>26035 015 000</b> Stenton Child Center, 6100 Stenton Avenue; over 20 HP; Industrial	12	MO	\$ _____	\$ _____
	5.7	<b>SUBTOTAL</b>		\$ _____	

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**Quantity      Unit of Measure      Unit Price      Total Amount**

5.8 **PRISONS**

5.8.1      **26035 017 000**  
House of Corrections  
(Old Carpenter's Shop),  
8001 State Rd., 3 Bryan  
Low Pressure Steam  
Boilers, Bryan #920927  
Boiler Model  
#RV800-3-15-FD60  
(232 HP); Burner Model  
#F12-5-60-50; Serial  
#73257 (National B/D  
#32732); 73270  
(National B/D #32745);  
73268 (National B/D  
#32743)

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

5.8.1.1      **26035 017 001**  
House of Corrections (Maint. Bldg.),  
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      \$ \_\_\_\_\_      \$ \_\_\_\_\_

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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.8.1.2	<b>26035 017 002</b>			
	House of Correction (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; Boile#73289 (National B/D #32764), Burner Serial #AF147751.			
	12	MO	\$ _____	\$ _____
5.8.1.3	<b>26035 017 003</b>			
	House of Corrections (under Kitchen Area), 8001 State Rd.; 2 Weil McLain Boiler (49 HP); Boiler Model #788,			
	12	MO	\$ _____	\$ _____
5.8.1.4	<b>26035 017 039</b>			
	House of Corrections (Green House), Model #DOUA112/125F5-AD, Oil Master-Beckett Oil Burner, hot air			
	12	MO	\$ _____	\$ _____



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5.8.2                    **26035 017 004**  
Internal Affairs Unit,  
140 Byberry Rd.,  
(at Worthington);  
National Boiler  
w/Beckett Burner.

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

5.8.3                    **DETENTION CENTER**  
Total: 9 Boilers

5.8.3.1                    **26035 017 027**  
(3 ea.) Weil McClain Heat Boilers  
170 HP each  
3 Power Flame Burners  
Model CR5-G0-30  
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                    12                    MO    \$ \_\_\_\_\_                    \$ \_\_\_\_\_

5.8.3.2                    **26035 017 028**  
(3 ea.) Hot Water Generators (PVI)  
3 Power Flame Burners  
Model XC3-G0-25B-80  
Gas - Min. 1923 MBH;  
Max. 3200 MBH, #2 Oil - Min.  
12 gallons/hour; Max. 22.8  
gallons/hour, Control Volts  
115; Amps 5.0, Motor Volts  
208/3PH, Amp 15.0  
Motor HP 5                    12                    MO    \$ \_\_\_\_\_                    \$ \_\_\_\_\_

<b><u>Quantity</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Amount</u></b>
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5.8.3.3 **26035 017 029**  
(2 ea.) HB Smith Boilers  
Power Flame Burners Model #C2-0A  
#2 Oil Fired Only - Min. 5.5 Gallons/Hour,  
Max. 12.6 Gallons/Hour, Control  
Volts 115, Motor 1/3HP, 115 Volts  
(9.8 Amps)  
12 MO \$ \_\_\_\_\_ \$ \_\_\_\_\_

5.9.3.4 **26035 017 030**  
Kitchen Boiler - Steam, Low  
Pressure HB Smith Flame  
Burner, Model #JR15A-10  
Nat. Gas Fired Only -  
Min 300MBH, Max.  
520MBH Control Volts 115  
Motor - 115 Volts,  
Motor HP 1/4  
12 MO \$ \_\_\_\_\_ \$ \_\_\_\_\_

5.8.4 **Holmesburg (Satellite Buildings)**  
**Total: 5 Boilers**

5.8.4.1 **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 \$ \_\_\_\_\_ \$ \_\_\_\_\_

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5459-0</b>	PAGE OF <b>83 88</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.8.4.2	<b>26035 017 018</b>			
	Skill Center - 1 H.B. Smith Cast Iron Boiler. Max. WP steam 15 lbs., water 50 PSI, relief valve min. Capacity 1699/hr Series 28A-7, Serial #N96-811, 1 BR burner capacity on light oil 15.0 GPH, Gas 2163 MBH, net ratings of steam 5458 Sq. Ft., 1,310,000 BTU/HR. ASME valve capacity 1,000 BTU=1 lb. Steam.			
	12	MO	\$ _____	\$ _____
5.8.4.3	<b>26035 017 019</b>			
	Cannery - 1 H.B. Smith Cast Iron Boiler. Max. 15 PSI, steam, Max. Water 80, Min. Relief valve capacity 760 lbs./hr., Series 19-7, Serial #F96-494, 1 BR capacity on light oil 6.50 GPH, gas 942 MBH. 1 BR net ratings steam 2,375 sq. ft. 570,000 BTU/HR, water 661,000 BTU/HR. ASME valve capacity 1,000 BTU=1 lb. Steam.			
	12	MO	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5459-0</b>	PAGE OF <b>84 88</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.8.4.4	<b>26035 017 020</b>			
	Warehouse - 1 H.B. Smith Cast Iron Boiler. Max. WP steam, 15 PSI, water 50 PSI, Min. Valve relief capacity 2,232 1 lb./hr., Series 28A9, Serial #N96-846, 1BR burner capacity on light oil 19.6 GPH, gas 2, 836 MBH, 1BR net ratings steam 7,221 sq. ft., 1,733,000 BTU/HR, water 1,941 BTU/HR. ASME valve capacity 1,000 BTU=1 lb. of steam.			
	12	MO	\$ _____	\$ _____
5.8.4.5	<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	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-25459-0</b>	PAGE OF <b>85 88</b>
		FIRM NAME (Must be filled in)	

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Amount</u>
5.8.4.6	<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 \$ _____	\$ _____
5.8.4.7	<b>26035 017 024</b> Boiler #2 Same as 5.8.4.6 above. S/N 099577028	12	MO \$ _____	\$ _____
5.8.4.8	<b>26035 017 025</b> Boiler #3 Same as 5.8.4.6 above. S/N 099677027	12	MO \$ _____	\$ _____
5.8.4.9	<b>26035 017 035</b> Annual Inspection, Combustion Testing & Cleaning Holmesburg Gym Bradford White Hot Water Heater Model # M170L30F10, Serial #TH6330857, 1GPH, Oil	12	MO \$ _____	\$ _____

**Unit of Unit Total**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5459-0</b>	PAGE OF <b>86 88</b>
		FIRM NAME (Must be filled in)	

**Quantity   Measure   Price   Amount**

5.8.4.10    **26035 017 043**  
Holesburg Barricade Shop  
Beckett Oil Burner Model # LG14/225 275,  
B40/2A, Serial #8497G12229, 2-2.50 GPH, Oil  
12                      MO    \$\_\_\_\_\_                      \$\_\_\_\_\_

5.8    **SUBTOTAL**    \$ \_\_\_\_\_

5.9    **FLEET - Front & Hunting Park**

5.9.1            **26035 019 000**  
Roof Unit #1;  
Gas Fired Reznor  
12                      MO    \$\_\_\_\_\_                      \$\_\_\_\_\_

5.9.2            **26035 019 001**  
Roof Unit #2;  
Gas Fired Reznor  
12                      MO    \$\_\_\_\_\_                      \$\_\_\_\_\_

**SECTION SUBTOTALS**

- 5.1**    \$ \_\_\_\_\_
- 5.2**    \$ \_\_\_\_\_
- 5.3**    \$ \_\_\_\_\_
- 5.4**    \$ \_\_\_\_\_
- 5.5**    \$ \_\_\_\_\_
- 5.6**    \$ \_\_\_\_\_
- 5.7**    \$ \_\_\_\_\_
- 5.8**    \$ \_\_\_\_\_
- 5.9**    \$ \_\_\_\_\_

**GRAND TOTAL**    \$ \_\_\_\_\_

**Unit of            Unit            Total**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S9-Z5459-0</b>	PAGE OF <b>87 88</b>
		FIRM NAME (Must be filled in)	

**Quantity    Measure    Price    Amount**

5.10 **26035 016 001**

Provision for City Certification for generators  
attached to oil & gas Burners/Boilers  
(see paragraph 2.14.4 above)

This item will not be included in the basis  
of award.

1

HR \$ \_\_\_\_\_

\$ \_\_\_\_\_

PROCUREMENT DEPARTMENT  
*Standards Division*  
**SPECIFICATION**

NO. 26-B-1g:02  
Page 1 of 21

EFFECTIVE DATE  
January 18, 2002

SUPERSEDES 26-B-1f:99



**OIL & GAS BURNER/BOILER MAINTENANCE**

---

**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 four (4) 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 Ringleman 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 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 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 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 Contractor	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	

Attention Bidder:

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

**Exhibits**

**Drawings**

**Attached specifications**

**Attached documents**

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



# **CITY OF PHILADELPHIA**

## **INSTRUCTIONS FOR GETTING PAID**

### **BY THE CITY OF PHILADELPHIA**

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

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

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

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

**VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM [WWW.PHILA.GOV/BIDS](http://WWW.PHILA.GOV/BIDS).**

# **BIDDERS GUIDELINES\***

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

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

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

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



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

**ATTENTION VENDORS**

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **fee of \$10.00** for **each** bid number requested. Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

**BID RESULTS REQUEST FORM**

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

**PLEASE NOTE INCREASED FEE**      Date of Request: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**DO NOT SEND CASH**



# CITY OF PHILADELPHIA

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

Hugh Ortman  
Procurement Commissioner

## Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2007 – June 30, 2008

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$25,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$25,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2007 to June 30, 2008**, complete the enclosed application and return it with a check for **\$120.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" 2007 – 2008 on the face of the check.

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

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

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

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

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

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

Street Address \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/07 to 6/30/08  
(NO PERSONAL CHECKS)

*Internal Use Only*

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



# CITY OF PHILADELPHIA

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

Rob Dubow  
Director of Finance

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

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

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

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

# Vendor Information Payment Reference Guide

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

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT**

**BID SUBMISSION**

**1. PREPARATION AND SUBMISSION OF BID.**

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

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

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

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

\*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.

### 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 nonresponsiveness 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 nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsiveness is not material to the Invitation and Bid or that a waiver of the nonresponsiveness is otherwise permitted by the Invitation and Bid, by these Terms and Conditions of Bidding and Contract or by law. The Procurement Department's determination of nonresponsiveness shall be final and any bid rejected as nonresponsive shall not be eligible for contract award.

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

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

stated in the written determination finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

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

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

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

### CONTRACT EXECUTION AND CONFORMANCE

**13. CONTRACTS.** Awards of contracts in amounts less than or equal to \$25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$25,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

**14. PERFORMANCE SECURITY.** The City of Philadelphia requires performance security for contracts greater than \$25,000. If the amount of the contract to be awarded is greater than \$25,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

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

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

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

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

**(b) GENERAL LIABILITY INSURANCE**

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

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

**(c) AUTOMOBILE LIABILITY**

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

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

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

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

### TAX MATTERS

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

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

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

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

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

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

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

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

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

### GENERAL INFORMATION

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

### 25. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

**29. PHILADELPHIA 21<sup>st</sup> CENTURY MINIMUM WAGE STANDARD.** If Contractor is an Employer, as defined at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

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

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

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

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

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

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

**SIGNING OF BIDS:**

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

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

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

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

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

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

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

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

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

**CORPORATE SEAL**

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

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

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

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

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

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

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

**APPROVED AS TO FORM**

**CONTRACT EXECUTION**

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

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



# CITY OF PHILADELPHIA

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

Hugh Ortman  
Procurement Commissioner

Dear Valued Vendor,

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

This system will be operational twenty four hours a day, seven days a week. All you have to do is log on to the City of Philadelphia website: [www.phila.gov](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.