

PHASE 1: BID RESPONSE CLOSING DATE AND TIME

On: January 29, 2014

AT: 10:30 A.M.

PHASE 2: ONLINE DYNAMIC PRICING EVENT DATE AND TIME

On: February 19, 2014

AT: 10:30 A.M.

BID NO. T4Z60170	PAGE 1 OF 46	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW <small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.</small>
This Invitation to Bid must be received prior to the above cited phase 1 bid response closing date and time. Do not submit pricing quotations with phase one bid responses.		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	NAME AND ADDRESS OF FIRM
DEPARTMENT VARIOUS	DIVISION VARIOUS		
AWARDED			
DATE	FOR THE PROCUREMENT COMMISSIONER		Federal EIN/Social Security Number
			BUYER: C. HENDERSON K. OWENS

TITLE OF BID: EMERGENCY HVAC REPAIR SERVICE**GENERAL INFORMATION**

This Invitation to Bid and Contract, being conducted through a two phase sealed online bidding process, is issued under the Antidiscrimination Policy described in the Mayor's Executive Order 03-12.

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

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 Customer Service Center by emailing Bid.Info@phila.gov or by calling (215) 686-4720 with questions.

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

**BIDDERS MUST SIGN
PAGE 9 OF THE
"TERMS AND CONDITIONS".**

For City Use Only

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

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

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

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

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

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

Company Name	Address	Certification Status (MBE, WBE or DSBE)	Type of Work/Supply Effort
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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: **Emergency HVAC Repair Service**

1.2 SCHEDULE NO: 439-03

1.3 **CONTRACT TERM:** 04/01/2014 to 03/31/2015 (“Initial Term”), with an option to renew for up to two (2) additional one (1) year periods plus one nine month period, (“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 REVERSE AUCTION INFORMATION

The City will accept bids for **Emergency HVAC Repair Service** using an online **Reverse Auction Process** managed and hosted by Electronic Auction Services, Inc (hereinafter referred to as “EASI”).

Pricing for **Emergency HVAC Repair Service** will be received via the Reverse Auction process scheduled to take place on **February 19, 2014 at 10:30 A.M.**

The Reverse Auction will be conducted in accordance with the City purchasing provisions and the specifications for this Bid. The Reverse Auction will be the process used to determine final pricing. By submitting a bid through the Reverse Auction process, the bidder agrees to abide by the terms and conditions of the City policies and procedures for the purchase of goods and services, the terms and conditions of the Reverse Auction and the terms and specifications for this bid.

A condition of participation in the Reverse Auction is that vendors complete all bid proposal forms and be deemed responsive to all requirements and responsible to perform the services or to provide the goods. Such determination will be a pre-requisite to participation in the Reverse Auction event.

REVERSE AUCTION PROCEDURES

- EASI will provide written notice to each bidder through telephone or email regarding the bidder’s inclusion or exclusion from the qualified bidders list. This will be the official invitation to participate in the Reverse Auction.

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- EASI will work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: testing of the bidder interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
- During the Online Reverse Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASI will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
- EASI will keep an event record, which will include the prices offered by the bidders.
- The EASI bidder interface will be configured such that a bidder will not know the identity of competing bidders.
- EASI will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event. The lowest price offered by each qualified bidder will become the price portion of the bid response.
- Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.
- The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
- The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
- After the conclusion of the auction event, the City will consider the qualifications summary and the price offered during the auction event to determine the lowest responsive and responsible bidder.

REVERSE AUCTION TRANSACTION FEE

The bidder with whom the City enters into a contract agrees to and is required to pay a transaction fee to EASI pursuant to the Terms & Conditions signed and returned to the City prior to the bid response due date. The fee will be two and one-quarter percent (2.25%) of the contract. The transaction fee is payable to EASI as follows:

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- One-Time Purchase Contracts – One-half (50%) of the fee is payable within 30 days of the issuance of a Purchase Order by the City with the balance due within 30 days of delivery of the item or service.
- Term Purchase Contracts – The fee for contracts for a period of time during which goods are purchased or services are rendered will be due within 30 days of the end of each quarter of the term of the contract based on the estimated purchase price, and 1st payment will be due with the 1st delivery."

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

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

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

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1.4 CONTRACT TYPE: REQUIREMENTS

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

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

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

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

1.5 METHODOLOGY OF ACQUISITION: PURCHASE only.

1.6 STATEMENT OF DIRECTION:

It is the intent of the City of Philadelphia to make an award for **Emergency HVAC Repair Service** for the various City agencies and departments as specified herein during the contract period.

1.7 BID SECURITY

1.7.1 For purposes of this Invitation and Bid ONLY, Bidders 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 **\$2,000.00**

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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:

- 1.9.1 All bids submitted to the City of Philadelphia must adhere to the bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.
- 1.9.2 Vendors must submit their bid to the City of Philadelphia no later than 10:30 AM on the date that the bid opens. BIDS MUST BE PLACED IN THE BID BOX (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- 1.9.3 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- 1.9.4 All bids must be placed in a sealed envelope. The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope. If the bid is being delivered by courier or express mail, the bid must be in a separate sealed envelope inside the courier's envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.
- 1.9.5 Vendor's bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.6 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.7 All pricing will be submitted exclusively online. **DO NOT SUBMIT PRICING AT THIS TIME.**

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1.9.8

BID PROCESSING FEE:

For purposes of this bid ONLY, bidder MUST submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of **\$30.00** to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

1.9.10

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified as a Local Business Entity (“LBE”) at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder’s LBE Certification Number _____

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

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

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

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1.9.11 CONTACT PERSON(S):

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

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1.10 BIDDER QUALIFICATION:

1.10.1 Bidders must meet the following minimum qualifications:

- 1.10.1.1 Bidders submitting a price quotation through the on-line dynamic pricing event for the Health Department **MUST** submit copies of ALL certificates of training, licenses, permits, and bonds for all personnel that will be providing emergency repair service to Health Department locations. Failure to comply with this requirement will disqualify the bidder. All Certificates of Training, Licenses, Permits and Bonds for all personnel must be kept current during the life of the contract.
- 1.10.1.2 Supply 24 hours a day, seven days a week service, within two (2) hours of notification.
- 1.10.1.3 The bidder must be able to provide 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). The National Boiler Inspection Code R stamp holder may be a subcontractor of the awarded bidder. Any addition cost will be the responsibility of the awarded vendor.
- 1.10.1.4 Possess all tools, equipment, instruments and supplies necessary to perform the required services.

1.10.2 COMPETENCE OF BIDDER

Bidder shall provide documentation which demonstrates that he/she has satisfactorily maintained equipment of the same scope and complexity as the equipment described in this bid. Bidder shall submit with this bid a list of at least three equivalent or large installations to which he has provided such service under contract.

1.10.3 The bidder shall have in his/her direct employment the necessary organization and proper facilities located within a twenty-five (25) mile radius of City Hall, to properly fulfill all the services required.

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He/she must employ on the job skilled, competent and trained personnel, as referenced in Paragraph 1.10.4 and 1.10.5, and must submit with their bid, documentation which demonstrates that he/she has a thorough working knowledge of the engineering data, layouts and materials of the specific equipment covered by the Invitation to Bid to properly fulfill the requirements of this specification.

1.10.4 PERSONNEL FOR HEALTH DEPARTMENT:

All personnel providing service on the contract must have the necessary training and experience to be able to meet Steam Fitters Local 420 requirements for the following classifications:

Bidder must have a minimum of Two (2) Steamfitter (A) employees, directly employed by the bidder, to be used for the life of this contract. These employees must be capable of performing repair services on equipment above 50 tons total capacity (Example: high tonnage chillers as specified under the Health Department locations listed in this bid).

Bidder must have a minimum of Two (2) Steamfitter (B) employees, directly employed by the bidder, to be used for the life of this contract. These employees must be capable of performing repair services on equipment up to 50 tons total capacity.

Where appropriate, Contractor may use a registered apprentice to assist in repairs being performed by the Steam fitter. Work performed by apprentice must follow Steam Fitters guidelines for person(s) who are enrolled in a registered Steam Fitters Apprentice Program.

Bidder must also have a minimum of Two (2) employees, Directly Employed by the bidder, that are proficient in all phases of Johnson Control DDC troubleshooting, repair and installation work. These employees must be certified with at least 80 hours of classroom training in the Continuing Johnson Controls Education Program.

Prior to an award, the bidder's personnel may be asked to demonstrate his/her ability to operate, adjust set points, and commission various Health Department DDC systems by local or remote access.

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Repair service personnel must be equipped with all of the appropriate technical tools and materials such as laptop computers, hardware adapters and Johnson Control Application Software prior to commencement of work at the Health Department location.

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

1.10.5 PERSONNEL FOR VARIOUS CITY AGENCIES:

Any changes in the directly employed personnel used to qualify for this bid, or changes in their qualifications that would render them not qualified, will be reported to the using agency immediately. Vendor shall maintain the minimum number directly employed, qualified personnel, as described above during the life of this contract, including any renewal terms.

All personnel providing service on this contract must have the necessary training and experience to be able to meet Steam Fitters Local 420 requirements for the following classifications:

Steamfitter (B) - Capable of providing maintenance and preventive maintenance on equipment up to 50 tons total capacity. Bidder must provide a minimum of two (2) employees.

Steamfitter (A) - Capable of providing maintenance and preventive maintenance on equipment above 50 tons total capacity). Bidder must provide a minimum of two (2) employees.

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

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1.10.6 CERTIFICATIONS/LICENSES

All personnel engaged in the maintenance activities of this contract shall possess certificates of training, licenses, permits, and bonding as required by the City, State and any other local jurisdictions and as specified for each activity in which they will be directly engaged or supervised.

All certificates of training, licenses, permits and bonds shall be current and valid during the life of the contract, including any renewal terms.

Mechanics. All persons engaged in maintenance activities must be licensed by the appropriate City, and State authorities in those trades, crafts or professions which require licensing by such jurisdictions. The license must be of a grade or other level consistent with the requirement of the work being performed as established by these jurisdictions. Persons who maintain, service, or repair appliances that contain Class I or Class II refrigerants shall be certified by an Environmental Protection Agency approved certifying program in accordance with 40CFR Part 82.

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

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

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SECTION 1:

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

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

SECTION 2:

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

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

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

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1.11 NON-MANDATORY PRE-BID MEETING:

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Wednesday January 15, 2014 at 1:00 PM** in/at City of Philadelphia Procurement Department, Municipal Services Bldg., 1401 JFK Blvd., Room 170A, Philadelphia, PA 19102.

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

Attendance at this Pre-Bid Meeting is not a requirement for bidding.

IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. VENDORS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED, MAY BE DENIED ENTRY TO THE MEETING.

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1.12 SITE INSPECTIONS

1.12.1 NON-MANDATORY:

Bidders interested in visiting any of the following department locations prior to the bid opening may do so by contacting the below listed City personnel.

Riverview Home
Deborah McKee (215-685-4563)

Philadelphia Prison System
Willie Lewis (215-685-8490)

Philadelphia Health Department
Glenn Wood (215-685-0905)

SECTION 2: SPECIFICATIONS

2.1 The successful bidder shall provide all supervision, skilled labor, materials, supplies, tools, equipment and all incidental items, not specified, but reasonably implied or necessary to satisfactorily complete all HVAC emergency service at various sites as directed by City departments. Failure to comply with all provisions stated herein will be considered non-performance of this contract. Accordingly, the City may terminate this contract for successful bidder's non-performance.

2.1.1 The successful bidder shall supply skilled labor and equipment necessary to perform HVAC repair service beyond the scope of some requesting department's abilities.

2.2 The work includes but is not limited to repairs to the equipment as listed in the bid document.

2.2.1 Additional services may include analytical and advisory inputs for problem resolutions.

2.3 The successful bidder shall begin work on each job within two (2) hours after notice by the ordering agency if requested. Work shall be continuous and all repairs are to be completed within forty-eight (48) hours after the start of work unless other arrangements have been approved by the ordering agency. If work in progress must stop and re-start at a later date, the ordering agency must be notified when work will commence again.

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2.3.1 Successful bidder shall maintain a continuous telephone service (local or toll-free number) where he/she can be reached twenty-four hours each day, seven days per week (Sundays and Holidays included) and shall provide to the City agencies ordering services hereunder the names and telephone numbers of at least two (2) persons to contact for service:

Name: _____

Phone Number: _____

Pager Number: _____

2.4 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.

2.4.1 The representative list of materials to be provided by this contract under the basic requirements includes but is not limited to: all ladders; hoists, rigging; all air and oil filters; lubricants; equipment consumables; small rebuild kits; adhesives; mastics; pastes; caulk; pipe dope; small brushes; replacement belts; valve kits; solvents; rags; electrical tapes; blades; miscellaneous hardware (including bolts; nuts; washers; screws; connectors; anchors; nails; hooks; stranded metal wire; shivets); gasket materials; oakum; drill bits; taps; dies; shop hand tools; air conditioning glycol; grease; cutting oils; degreasers; dry absorbents; solder; lead; oakum brooms; pans; brushes; markers; chalks; cleaning materials; solvents; wire nuts; clamps; shop consumables; map gas; acetylene supply; short length small tubing materials; shop electrical cords/reels; work lights; batteries; flash lights; lifts; rigging tools; meters; scales and levels.

2.5 CODES AND ORDINANCES

Performance of all work must be in accordance with the building codes, by-laws, regulations and requirements of the local, state and federal authorities and best commercial practices in effect at the time of the execution of the work.

2.6 **PROVISIONS FOR SUBCONTRACTING OF SERVICES OR EQUIPMENT RENTAL:**

Provision is included with prior approval of the ordering agency for rental of necessary equipment and/or operator at prevailing rates when so required; as well as provision for necessary subcontracting services on the same basis.

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2.7 WRITTEN ESTIMATES:

- 2.7.1 Where required or requested the successful bidder MUST submit a written estimate of work to be done. The estimate must state completion time, parts and labor charges, where applicable. The ordering agency must approve estimates prior to commencing the service.
- 2.7.2 IF THE COSTS FOR A REPAIR EXCEEDS 50% OF THE COST OF A NEW REPLACEMENT PART, THE ORDERING DEPARTMENT MUST BE NOTIFIED. THE ORDERING AGENCY WILL AUTHORIZE EITHER THE SERVICE OR A REPLACEMENT PART.

2.8 VARIANCES FROM ESTIMATES:

Where applicable, the successful bidder(s) shall be responsible for obtaining written approval from the ordering department prior to undertaking any work not included in the original estimate. Additional work shall be based on the successful bidder's estimates subject to the ordering department's concurrence.

2.9 SUPERVISION OF PERSONNEL

- 2.9.1 The City reserves the right to deny access to any employee of the successful bidder when advance notice is not received.
- 2.9.2 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.
- 2.9.3 All service personnel performing repairs must wear a standard uniform that clearly displays the name and logo of the successful bidder.
- 2.9.4 The City may assign a representative to accompany the service personnel.
- 2.9.5 CONTRACTOR'S PERSONNEL
- 2.9.5.1 All personnel shall be physically able to do their assigned work and shall be free from any communicable disease.

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- 2.9.5.2 All personnel shall be capable employees, thoroughly trained and qualified in the work assigned to them. Throughout the life of the contract, all contractor personnel providing on-site service must meet all requirements for training, certification and licensing. Uncertified individuals working under the supervision of a certified repair service person will not be permitted to provide service under the terms of this contract., including any and all renewal period (s)
- 2.9.5.3 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.
- 2.9.5.4 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 and his/her employees shall not represent themselves as employees of the City.
- 2.9.5.5 The Contractor's employees shall be subject to such security clearances as the City deems required.
- 2.9.5.6 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 during the Contract period including any and all renewal periods. 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.
- 2.9.5.7 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.

2.10 NOTIFICATION OF SERVICE

- 2.10.1 The successful bidder will notify the ordering agency at least twenty-four (24) hours in advance to schedule service work under this contract.

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2.10.2 Total Shutdown:
The successful bidder shall obtain permission from the requesting department's contact person(s) in advance for all required repairs which will require a total shutdown of the heating, ventilating, or air conditioning system in a particular building.

2.10.3 Additionally, if prior to, or during the course of carrying out any work, items are discovered which are unsafe, or may cause unsatisfactory operation, the successful bidder shall bring such matters to the attention of the ordering agency contact representative without delay.

2.11 SPECIAL CONDITIONS

2.11.1 Occupied Buildings

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

2.11.1.2 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.

2.11.1.3 Where excessive noise or obstruction is unavoidable, contact the City representative ahead of time to make suitable arrangements.

2.12 VACANCY

Any facility vacated during the life of this contract can 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.

2.13 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).

2.13.1 Storing, positioning, or use of equipment, tools, scraps, trash and furniture in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.

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2.13.2 No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present unsafe or unhealthy conditions to the public or building occupants.

2.13.3 Work shall not be performed in any area occupied by the public or building occupants unless specifically permitted by the proper authorities and unless adequate steps are taken for the protection of the public or employees.

2.13.4 Wherever practicable, fence, barricade, or otherwise block off the work area from the public or building occupants to prevent unauthorized entry into the work area.

2.13.5 When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under, or over the work area, use appropriate alternate precautions such as the posting of signs, the use of signal persons, and the erection of barricades or similar protection around particularly hazardous operations.

2.14 REMOVAL OF RUBBISH

The successful bidder shall remove all rubbish as fast as it accumulates, keep 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.

2.15 INSPECTION AND APPROVAL:

2.15.1 Before any bills are paid, all work will be inspected and approved by the requesting agency.

2.15.2 The requesting agency shall be notified within twenty-four (24) hours after completion of each job.

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2.15.3 Work completed at each location is to be billed separately and in triplicate and shall include the following:

- a. Date of job
- b. Time arrived on site
- c. location of job
- d. Time left site
- e. Job number
- f. Name of each employee used on the job
- g. Number of hours worked per each employee
- h. Hourly rate per employee
- i. List of materials used
- j. Actual costs of materials
- k. Copy of supplier's invoices shall be attached to bills
- l. A labor slip showing personnel and time worked shall be signed by City personnel and shall accompany the invoice.
- m. Mark-up for Parts

2.16 HEALTH DEPARTMENT

FACILITY AND ADDRESS

Air Management Lab (AML) AREA: 9,600 SF
1501 E. Lycoming Avenue

QTY EQUIPMENT

- | | |
|----|--|
| 1 | Johnson Digital Chiller control w/Graphic Display |
| 24 | Reheat Coils Exhaust Fans /Johnson D.D.C. Control Panel |
| 1 | Air Handlers-McQuay Model E738445020 |
| 1 | McQuay Air Cooled Chiller Model AGZ060A542-ERID |
| 1 | MTL Environmental Room Control package for temperature and humidity. |

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Health Administration Bldg. AREA: 66,400 SF
500 S. Broad Street

QTY EQUIPMENT

Heating and Air Conditioning Units

- 1 Carrier Centrifugal Chiller / Model 19DH737CE – 500 Ton
- 1 Johnson D.D.C. Chiller Control Panel
- 1 BAC Cooling Tower
- 1 Amptrol Water Booster Pump
- 1 Powers Pneumatic Temperature Control Panel
- 1 1 Speed Condenser Water Pump
- 1 Speed Condenser Water Pump
- 3 Chilled Water Pump
- 3 Air handlers
- 2 Smith Gas Boilers, series 28

Bio Level III, T.B. Laboratory – 3rd Floor

QTY EQUIPMENT

- 1 Temptrol Fan Module 3800 cfm Model WF-R07
- 1 Temptrol Cooling Coil Module 4 Circuit
- 1 Temptrol Electric Heat Module, 5 step, 66 KW
- 1 Trane Condensing Unit / 10 Ton Model TTA1208300
- 1 Trane Condensing Unit / 15 Ton Model TTA 1808300 2 Heatrix Electric Heat,
Duct w/solid state controller
- 1 TSI Inc. Room Pressure Controller Model B630
- 1 Greenheck Exhaust Fan, UP Binst, 2 H.P.
Model 22-B1SW-44
- 1 Johnson Communication Network w/remote access capability
- 2 Air Handlers
- 149 Perimeter Units
- 25 Reach-in Boxes (various manufacturers)

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Health Center #2 AREA: 18,600 SF
1720 S. Broad St.

QTY	EQUIPMENT
1	Honeywell Pneumatic Control Panel
2	Dunham-Bush Chiller Package-Reciprocating Model WC050
1	BAC Water Tower
1	Sanyo Split System – DX Type
2	Alyan Condenser Pumps, 1 H.P.
1	Honeywell Flame/Burner Control, 7800 Series
1	Speed Air Compressor Duplex
14	Pneumatic Mixing Boxes
2	Carrier Air Handlers 14,000 Cfm Model 39W1172970
24	Perimeter Units

Health Center #3 AREA: 38,100 SF
43rd & Chester Avenue

QTY	EQUIPMENT
Chiller Package	
1	Condenser Water Pump, 5 HP
1	Chilled Water Pump, 1 HP
1	Dual Temperature Water Pump 1.5 HP
1	Dual Temperature Water Pump 3 HP
112	Warren Webster Fan Coil Units Exhaust Fans
1	Carrier Air Cooled Chiller Package Model #30GXR125-A-540KA
2	Air Handlers Trane Model # MCCB006UAOCOUB
1	Air Handlers Trane Model # MCCB025UAOCOUB Johnson Digital Temperature Control System
63	Johnson Fan Coil Units w/FX07 controllers

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Health Center #4 AREA: 21,800 SF
44th & Haverford Avenue

QTY	EQUIPMENT
1	Air Handler
1	Condenser Water Pump
1	Chilled Water Pump
1	Dual Temperature Water Pump 1.5 HP
26	Fan Coils
2	Johnson/Honeywell Controls Automatic Temperature Control Panels
1	Rooftop A/C Package 5 Ton
2	Roof top A/C and Heat Package Johnson Chiller Controls, Digital Controllers DX9100 & Unit
1	Technical Systems Air Cooled Chiller 80 Ton- Model #3AQSD80-SP
2	Chilled Water Pumps 3 HP Toshiba Brand
2	Dual Temperature Pumps 1 1/2 HP Armstrong

Health Center #5 AREA: 41,600 SF
20th & Berks Street

QTY	EQUIPMENT
1	McQuay Liquid Chiller Package Model AGZ 100 -130BS/BH
1	Honeywell Flame Guard Model 2800 Series
4	Carrier Rooftop A/C 15 Ton /Model 50TJ016
16	Reheat Coils
1	Johnson Digital Control System
4	Honeywell Electronic A/C T-Stats
6	Air Handlers

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Health Center #6 AREA: 22,600 SF
3rd & Girard Street

QTY	EQUIPMENT
1	Cam Industries Hot Water Boiler 144 KW
1	BAC Cooling Tower
1	BAC Heat Exchange
23	California Heat Pumps
2	Lennox Electric Make-up Heaters
2	B&G Heat Pump Loop Circulators Model Series 1510
2	B&G Tower Pump Loop Circulators Model Series 80
2	Peerless Smoke Exhaust Blowers
4	Circulating Water Pumps
8	Electric Unit Heaters
	Honeywell Controls
	Exhaust Fans

Health Center #9 AREA: 17,800 SF
131 E. Chelton

QTY	EQUIPMENT
2	Trane Air Handlers Modules
2	Cutler-Hammer Motor Starters / Model E663500J2
1	Johnson Digital Temperature Control System Model Companion
1	Johnson Pneumatic Temperature Controls
1	Trane AHU – Model MCCA10
1	Trane AHU
1	Trane Air Cooled Condensing Unit, 40 Ton – Model RAUCC40FB
1	Trane Air Cooled Condensing Unit, 25 Ton – Model RAUCC25FB

Health Center #10 AREA: 22,000 SF
2230 Cottman Avenue

QTY	EQUIPMENT
24	Reheat Coils V.A.V Boxes
7	Carrier Rooftop A/C Package Units
	Johnson Digital Controllers Model UNT
	Johnson Digital Communication Network (with dial up remote access)

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Strawberry Mansion
Health Center #12 AREA: 13,000 SF
28th & Dauphin Sts.

QTY EQUIPMENT

1 Mammoth Hydrobank Controller, 6 Stage, Model F043HHCID
15 Mammoth Water Source Heap Pumps Model – Various
1 Precision Hot Water Boiler, 65 KW Model HW150
2 Aurora Centrifugal Pumps, 5 HP
1 Fluid Cooler Evapco, model #L-S WA-20

Health Maintenance Complex
23rd & Poplar Sts.

QTY EQUIPMENT

1 Fan Coil Unit / Model K4EV090A33A York Air Cooled Condensing Unit, 15
Ton

Health Evaluation Unit AREA: 10,000 SF
19th & Fairmount Avenue

QTY EQUIPMENT

1 Carrier Reciprocating Liquid Chiller Model 38HWA-028
1 Carrier Air Cooled Condenser Unit Model 090K054-04
1 Mammoth Rooftop Multi-Zone Package Unit: 35 Ton Cooling, 496 MBH
Heating, 7 Zones Model RM Zone 00229800 Design DHEBFRC 364-W493-
NI00-M27
1 Honeywell Electronic Space T- Stat Model W950
36 McQuay Fan Coil Units Johnson D.D.C. Temperature Controllers Model FA-
UNT111-1
2 Glycol Circuit Pumps
2 Dual Temperature Pumps
2 Hot Water Circulating Pumps
2 Johnson Digital Controller Model DX9100
1 Johnson Digital Communication Network, w/dial-up remote access
2 National –US Crane Co Gas Boilers, Model 7-309

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Medical Examiner's Office (MEO) AREA: 105,000 SF
321 University Avenue

QTY EQUIPMENT

Heating and Air Conditioning

- 72 Mixing Boxes Johnson Digital Controllers Model Facilitator/Metasys Product Line
- 2 Marley Water Towers
- 2 American Fans, 100 HP Model Series 134, Size 445
- 18 Exhaust Fans Model – Various
- 2 York Centrifugal Chillers
YKABACPI-CJE /S/N 5GLM-745890 + 5GLM-745760
- 4 Johnson Digital Controllers
- 4 Bohn Condensing Units
- 2 Bohn Condensing Units
- 1 Emergency Standby Power System
- 2 Johnson Digital Defrost Controls
- 4 Omron Digital Defrost Timers, Model H3CR-XX
- 8 Heatcraft Evaporator Units (DX)

Refrigeration for Walk-In Boxes – 3rd Floor

- 2 Copeland Compressor Packages Model KAT-1-0510
- 2 Copeland Compressor Packages for freezer compartment,
Model AHI-0200-TAD
- 4 Fan Coil Units, in Freezer Philadelphia Animal Care and Control Assoc.
(PACCA)

Philadelphia Animal Care & Control Assoc. (PACCA)
111 W. Hunting Park Ave.

QTY EQUIPMENT

- 1 York Chiller Package Unitary Products Group, Model DM3OOE54N4BAAIC 25
Ton with 54 KW Heater

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2.17 DEPARTMENT OF PUBLIC PROPERTY

Riverview Home
7979 State Road

QTY	EQUIPMENT
6	Carrier Rooftop Units, Model #50DP008-6
4	Carrier Rooftop Units, Model #50DP009-6
5	Carrier Rooftop Units, Model #50DG912-6
4	Carrier Rooftop Units, Model #50DD012-6
2	Carrier Air-cooled Chillers, #30GA085-6
1	Carrier Rooftop Handler , #39ED21
1	Carrier Rooftop Unit, #40RD012
64	Carrier Fan Coil Units

Fedders air conditioner/heat pumps

The following are for Fernwood East & West and the Dining Hall.

6	Fedders A/C Heat Pumps #CRC090B8B
3	Fedders A/C " " #CKC061A8A
2	Fedders A/C Rooftop Units #CTC060C8A
1	Trane Sphe-B303AAA unit located over maintenance office (Rooftop) Serial #23157453
1	Trane BWD 724A100BO unit located over storeroom
2	office (Rooftop) Serial #Y26205563

2.18 PHILADELPHIA PRISON SYSTEM

House of Correction
8001 State Road
(Old Carpenter Shop)

QTY	EQUIPMENT
18	Trane M series Climate Air Handlers located in Tunnels A, C, D, E, F, Model # MCCB006UA0A0
6	Trane M series Climate Air Handlers located in Tunnel G, Model# MCCB0XGAB0A0

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QTY EQUIPMENT

2 Trane M series Climate Air Handlers located on the outside at the end of cell blocks D and F, Model# TSC A050MAD0D0

With associated controls, 26 Johnson control HGA electric actuators and smoke detection and temperature sensors and control panels

Alternative and Special Detention
8101 State Road

QTY EQUIPMENT

20 Roof top units air conditioning with electric heat
Trane Model# 1-TCC048F500BA, 7-TCC048F400BA,
9-TCC060F400BA,3-TCC036F400BA, Serial # H23159968, H23159560,
H10165284, H25161446, H10165285, H17153287, H26162430, H23159766,
H17153286, H25161672, H26162864, G25161456,H26162941, H24161019,
H24160374, H17153288, H24160591, H26162650, H10165283, H24161237

5 ASD Building Mod 3
HVAC units, 1-Temp Star Model# PHF060H000A Serial#L0035-62448,

1-IPC Model#090H90H000A Serial#G032111319, 1-Carrier
Model#50YQ048410, Serial#Y309552,
1-Temp Star Model# PHB09N24N2HA Serial# L9934-70057,
1-IPC Model# PH090N2HA Serial#9930-99479

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Detention Center
8201 State Road

QTY EQUIPMENT

DC Kitchen

- 1 Chiller-carrier Model# 30HK-050-D510 Serial# 2204QU3969
- 1 Marley Cooling Towers Model# VXT-25-CHM serial# v000679802 and Model# Vxt-25-CHM serial# V000679801
- 2 Chilled water pumps B&G 7.5 hp Model# CS3568-02-F40
- 1 Condenser water pump B&G 3 hp serial#CS3567-01-F40

Detention Center Dorm

- 1 HVAC York Split system 15 ton condensing unit model#H4CE180A25, serial# N0D614832
AHU with hot water coil Model# K3EU1800A33, Serial# N0E6254115
- 1 HVAC Carrier split 15 ton condenser Model# IMMIMING, AHU carrier Model #ZMIMING

Detention Center PHSW Hospital wing

- 1 Multistack chiller Model# MS50Z6A2W
- 1 Cooling tower Evapcoat Model# LSTB 5-112, Serial# 6-300667
Condenser pumps Model# 11-25957-133L01-1682, Model# MDE-9980-1,
Chilled water pumps Paco Model# 11-25957-133L01-1782, Serial# MPE-9980-1

Location Detention Center

Receiving Room, Women Locker Room, Visiting Room

- 1 Carrier self contain water cooled unit, Model#5101-10-40A,
Serial#18502102077
- 3 Mcquay unit ventilators 3 ton with cooling and hot water coils
- 1 Mcquay unit ventilator cooling and hot water coils
Model# XX01103

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Holmesburg Complex
8215 Torresdale Ave. Warehouse/Cannery/Academy/SkillCenter/Maintenance Bldg.

QTY EQUIPMENT

- 2 York package 15 ton heat pumps with electric Model# HVCE180A25, Serial# N0D614832
- 1 York package 7 1/2 ton heat pump, Model# BP090C00N2AAA4, Serial# N0F6566601
- 3 Roof top HVAC units with steam heating coils

Philadelphia Industrial Correctional Center
8301 State Road

QTY EQUIPMENT

- 2 Multi Stack Air conditioning unit
Model#MS90r1H2W
- 1 Cooling tower BAC Model #Vxt-800CR Serial#85-6738
- 3 Cooling tower pumps 30hp Lincoln pumps serial# 2292741, 2992743, 2992741
- 3 Chilled water pumps 10hp Lincoln pumps serial#3006450, 3006452, 3006451
- 3 50 hp Lincoln pumps serial# 2986980, 2986964, 2987017
- 1 Trane Model# CVHE045G- AF2LB2404DAZA14DAGC00000000061J1M,
Serial# L85CZ7032
- 2 Multi Stack Air conditioning unit
Model#MS90r1H2W
- 1 Cooling tower BAC Model #Vxt-800CR Serial#85-6738
- 3 Cooling tower pumps 30hp Lincoln pumps serial# 2292741, 2992743, 2992741
- 3 Chilled water pumps 10hp Lincoln pumps serial#3006450, 3006452, 3006451
- 3 50hp Lincoln pumps serial# 2986980, 2986964, 2987017
- 1 Trane Model# CVHE045G- AF2LB2404DAZA14DAGC00000000061J1M,
Serial# L85CZ7032

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2.19 WARRANTY

All work and all material provided under this Contract, including all (GM) tasks; all (PM) tasks; all (RIW) tasks; all (ERW) tasks as authorized; and all (M&R) tasks as authorized shall be subject to a repair warranty of 90 days (measured from date of beneficial use), against defects in materials, and/or workmanship. All parts provided under these tasks shall be supplied with the standard manufacturer's warranty for the particular part involved.

2.20 PRICING

Bidder must submit on-line labor rates per hour for service and mark-up to vendor's actual acquisition cost plus 5% (to be supported by invoices) for HVAC repair services in Section 5.

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

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

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

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

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

3.2 AWARD TO PRIMARY AND SECONDARY CONTRACTOR

3.2.1 It is the intention of the City to make an award to lowest responsive, responsible Primary Contractor and lowest responsive, responsible Secondary Contractor for each Section (5.1 and 5.2). The City departments that require Emergency HVAC Repair Service, will order service from the Primary Contractor. If the Primary Contractor is unable to provide the required service, the City departments needing Emergency HVAC Repair Service will then call the Secondary Contractor.

The purpose of the Secondary Contractor is to provide additional assistance to the City in case of increases in workload demand or the failure of the Primary Contractor to perform, and to provide service on an emergency basis.

3.2.2 If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. 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 \$32,000.00 and awarded as a whole or by section.

3.2.3 Performance Security – For this Invitation and Bid ONLY, Paragraph 14 of the “Terms and Conditions of Bidding and Contract” do not apply. Upon notification of award, the City will require the successful vendor to provide a Performance Security Fee fixed at annual amount of **\$1,800.00**.

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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, 14th 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:

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.

4.1.1 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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4.1.2 The using agencies and departments are responsible for monitoring the services and/or products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

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

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

4.1.4 INSPECTION AND TEST BY CITY:

The City reserves the right to make such inspections and tests as when deemed advisable to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the City may immediately demand that the 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.

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4.2 VENDOR RESPONSIBILITY:

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

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

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

4.2.4 VIOLATION OF CONTRACT

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

4.2.4.1 Liquidated Damages:

Upon the occurrence of any event or omission listed below, there shall be imposed by the City of Philadelphia upon the vendor liquidated damages of **\$500.00** for each event or omission per day until such actions are remedied by the vendor:

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

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

The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events.

The City/using agency shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on vendor; all assessments of liquidated damages must also be reported, in writing, to the Procurement dept. Buyer as they occur.

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

4.2.5 In the event that the contractor receives an order for products, services or equipment (as applicable) not specifically priced and incorporated into the contract, they must:

- (i) bring this to the immediate attention of the Procurement Dept., and
- (ii) notify the ordering agency in writing and refuse to perform.

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

4.2.7 For performance of services contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration.

Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

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4.2.8 Approval of Work:
All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor.

In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return are to be at the sole expense of the Contractor.

4.2.9 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.

4.2.10 Invoices/Receipts:

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

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

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

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

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

4.2.10.5 All invoices MUST show the vendor name, address and Federal Employer Identification Number and Procurement on the invoices, the using agency will return them to the successful bidder for this information, in which case your payment maybe delayed.

4.2.10.6 The labor invoice must show the number of hours and type of service and the appropriate labor rates.

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- 4.2.10.7 If a Steamfitter (A) performs the work of a Steamfitter (B), the City of Philadelphia will pay the Steamfitter (A) at the Steamfitter (B) rate BUT the vendor is responsible for paying the Steamfitter (A) at the Steamfitter (A) rate.
- 4.2.10.8 The part invoice must show part identification by part/stock number, unit prices, if applicable, and net amount due to the City.
- 4.2.10.9 Please reference Section 2.15.3 listed 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.

- 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.

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- e. All contractors and subcontractors performing city-work shall automatically file with the Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.
- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.
- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215-686-4720/21.

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SEE ATTACHED APPLICABLE WAGE SCHEDULE

CITY OF PHILADELPHIA

Hourly Prevailing Wage Rate Schedule

<u>CLASSIFICATION</u>	<u>Base Hourly Rate</u>	<u>Fringe Benefits</u>
Steamfitter: (service only)		
(a) Over 1,000,000 BTU's	\$48.13	\$28.00
(b) Less than 1,000,000 BTU's	\$37.33	\$24.09

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:

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

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

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

or

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

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

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

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

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

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

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SECTION 5: PRICING

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

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

		QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
5.1	HVAC Repair Services for Health Department				
5.1.1	26030 036 001 Straight Time (Monday-Friday 8:30 AM to 5:00 PM) Steamfitter (B)	100	HR	\$ On-line	\$ On-line
5.1.2	26030 036 004 Straight Time (Monday-Friday 8:30 AM to 5:00 PM) Steamfitter (A)	2500	HR	\$ On-line	\$ On-line

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		QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
5.1.3	26030 036 002 Overtime (Monday-Friday 5:00PM to 8:30 AM) Steamfitter (B)	100	HR	\$ On-line	\$ On-line
5.1.4	26030 036 005 Overtime (Monday-Friday 5:00PM to 8:30 AM) Steamfitter (A)	20	HR	\$ On-line	\$ On-line
5.1.5	26030 036 003 Sundays and Holidays Steamfitter (B)	20	HR	\$ On-line	\$ On-line
5.1.6	26030 036 006 Sundays and Holidays Steamfitter (A)	20	HR	\$ On-line	\$ On-line
5.1.7	26030 036 013 Mondays – Fridays 8:30 AM to 5:00PM Apprentice	50	HR	\$ On-line	\$ On-line
5.1.8	26030 036 014 Mondays – Fridays 5:00 PM 8:30 AM + Saturdays Apprentice	20	HR	\$ On-line	\$ On-line

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		QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
5.1.9	26030 036 015 Sundays and Holidays Apprentice	10	HR	\$ On-line	\$ On-line
5.1.10	26030 036 PARTS Parts to be at vendor's Actual acquisition cost Plus 5% Mark-up. (To be Supported by invoices) Estimated Parts Expenditures: \$300,000.00				
5.2	HVAC Repair Services for Various City Agencies				
5.2.1	26030 036 007 Straight Time (Monday-Friday 8:30 AM to 5:00 PM) Steamfitter (B)	200	HR	\$ On-line	\$ On-line
5.2.2	26030 036 008 Straight Time (Monday-Friday 8:30 AM to 5:00 PM) Steamfitter (A)	2200	HR	\$ On-line	\$ On-line
5.2.3	26030 036 008 Overtime (All day Saturday and Monday- Friday 5:00 PM to 8:30 AM) Steamfitter (B)	20	HR	\$ On-line	\$ On-line

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		QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
5.2.4	26030 036 010 Overtime (All day Saturday and Monday- Friday 5:00 PM to 8:30 AM) Steamfitter (A)	160	HR	\$ On-line	\$ On-line
5.2.5	26030 036 011 Sundays and Holidays Steamfitter (B)	20	HR	\$ On-line	\$ On-line
5.2.6	26030 036 012 Sundays and Holidays Steamfitter (A)	20	HR	\$ On-line	\$ On-line
5.2.7	PARTS Parts to be at vendor's Actual acquisition cost Plus 5% Mark-up. (To be supported by invoices) Estimated Parts Expenditures: \$425,000.00				

EXTENDED TOTAL BID AMOUNT: **On-Line**
(UNIT PRICE X QUANTITY FOR ALL ITEMS PLUS
ESTIMATED EXPENDITURES FOR PARTS)

BIDDER TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).

TYPE OF TRANSPORT: _____

BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



CITY OF PHILADELPHIA

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

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

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

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

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

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

GENERAL BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.
- Bids and pricing must be written in ink or typed. Faxed bids will not be accepted.
- Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.
- If applicable, sign and return all addenda.
- All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- It is the bidder’s responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier’s envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and Sections 2 and 3 of the Terms and Conditions. See below.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$32,000.00 or less	No Check Required
\$32,000.01 - \$99,999.99	\$500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

- Do not combine any payment amounts. All payments should be individual and specific.
- If an alternate to any item is being offered, you must follow the instructions in Section 4 of the Terms and Conditions.

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.

- 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.
- If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.
- Do not submit any counter terms or conditions. **Your bid may be rejected.**
- Please double check all mathematical calculations for errors.

If you have questions, please contact Public Information Unit at bid.info@phila.gov or call 215-686-4720.

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



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

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

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Email Address _____

Telephone No.: _____ Fax No.: _____

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

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

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

Mail Request To:

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

COMPANY CHECK OR MONEY ORDER ONLY



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2013 – June 30, 2014

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$32,000 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 \$32,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2013 to June 30, 2014**, complete the enclosed application and return it with a check for **\$140.00**. Make the check payable to "**City of Philadelphia**". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2013 – 2014** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____

E Mail Address: _____

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

A. Check payable to the City of Philadelphia in the amount of \$140.00 for 7/1/13 to 6/30/14
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 99,999.99	\$ 500.00
\$100,000.00 – \$249,999.99	\$2,000.00
\$250,000.00 – \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 32,000.00 or less	No Check Required
\$ 32,000.01 – \$ 100,000.00	\$ 10.00
\$ 100,000.01 – \$ 300,000.00	\$ 30.00
\$ 300,000.01 – \$ 500,000.00	\$ 50.00
\$ 500,000.01 – \$1,000,000.00	\$100.00
\$1,000,000.01 – \$2,000,000.00	\$200.00
\$2,000,000.01 – \$3,000,000.00	\$300.00
\$3,000,000.01 – \$4,000,000.00	\$400.00
\$4,000,000.01 – \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE

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

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

EVALUATION AND AWARD

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

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

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

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder

responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$32,000. If the amount of the contract to be awarded is greater than \$32,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- (1) Workers' Compensation - Statutory limits
- (2) Employers Liability - \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; \$500,000 Policy Limit - Bodily Injury by Disease
- (3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

any governmental department, board, agency and commission.

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

TAX MATTERS

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

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

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

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

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

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

23. TAX REQUIREMENTS. Any person or entity who

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

GENERAL INFORMATION

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

25. NONDISCRIMINATION.

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

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise

available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

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

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

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

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

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

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

The bidder expressly understands and agrees that any false certification or representation in connection with

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

employment benefits to the spouses of married employees.

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

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

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)

ATTACHMENT A

ELECTRONIC AUCTION SERVICES, INC.
("EASI")

SUPPLIER AGREEMENT TERMS AND
CONDITIONS

Electronic Auction Services, Inc (“EASI”).
SUPPLIER AGREEMENT TERMS AND CONDITIONS

Electronic Auction Services, Inc (“EASI”) does not verify or validate any buyer information provided or representations made by users on the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge EASI, its employees, agents and partners make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from EASI. You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and EASI is in no way a party to or responsible for the performance of such agreement. Therefore: 1) EASI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EASI FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY YOUR SIGNATURE BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

READ THIS AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE SIGNING. BY SIGNING, YOU WILL BE PERMITTED TO UTILIZE THE ELECTRONIC AUCTION SERVICES, INC (“EASI”) INTERNET-BASED STRATEGIC SOURCING SOLUTION (“SOLUTION”) FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. SHOULD YOU CHOOSE NOT TO SIGN AND RETURN THIS AGREEMENT PRIOR TO THE ON-LINE BIDDING EVENT, YOU WILL BE DENIED ACCESS TO THE SOLUTION AND THE BIDDING EVENT.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through EProcureLive website by the use of a password(s)

and/or access code(s) for the purpose of participating in a specific electronic online bid auction event. Any subsequent rights to access the Solution will require you to accept a new “Supplier Agreement Terms and Conditions”. EASI reserves the right to terminate your access to the Solution or any of its services at any time, if EASI shall determine, in its sole discretion, that you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination, EASI shall notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, EASI will make available to you electronic access and use of the Solution for you to participate in a one-time, online bidding event. EASI will also provide such other assistance in the way of customer support and service as are set forth below. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. EASI shall have no responsibility for ensuring sales of goods or services using the Solution will comply with such laws, ordinances, regulations, or policies. The Supplier, in using the system, has the responsibility for the sale including, but not limited to, the following:

- Accepting the terms and conditions of this agreement as contained in the Bid Package not less than 3 business days in advance of a scheduled event
- Selecting appropriate procurement opportunities to participate
- Preparing and assuring the completeness of any bids, quotes or proposals
- Submitting any bids, quotes or proposals electronically within the buyer established deadlines
- Maintaining with the Buyer, the security and the integrity of the bid procurement process
- Participating in any Pre-bid Conference(s) and telephonic tutorial for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

As a supplier, you also acknowledge that EASI’s responsibilities are, but not limited to, the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of a comprehensive Bid Package
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any Pre-bid Conference(s)

Electronic Auction Services, Inc (“EASI”).
SUPPLIER AGREEMENT TERMS AND CONDITIONS

- Conducting the electronic bid event and providing help desk support during the event
- Publishing appropriate results to the users and obtaining feedback from participants

3. Conduit Services Only. The Solution provides only an Internet conduit through which the following may take place: (a) you may communicate the availability of your goods and services to potential buyers, (b) potential buyers may communicate their procurement needs to you and (c) you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of the Supplier Agreement. EASI makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating buyers. EASI recommends you conduct your own inquiries concerning the qualifications and reputation of buyers, and you must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. EASI does not verify the information supplied or representations made by buyers on the Solution and makes no warranty of any kind to you concerning any buyer using the Solution. EASI recommends you look solely to the buyer with respect to any buyer-related information, representations and warranties.

5. Coded Access. Participation in the online bid event is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. EASI is not responsible for such unauthorized use of the Solution.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and that neither you nor your business will have any claim against EASI as a result of any non-availability of the Solution at a particular time or times or any failure of the Solution to operate as intended.

7. Sole Remedy. If you are dissatisfied with the functionality of this Solution or the services EASI provides, your sole remedy is to cease using the Solution. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST EASI RELATED TO YOUR USE OF THE SOLUTION.

8. Virus. You hereby agree EASI will not be liable for any harm that may be caused by the inadvertent or deliberate transmission of any malicious computer software, or such other computer program transmitted through its website from a third party.

9. Information You Provide. You agree any information you provide about yourself or your agents when registering to use the Solution is accurate, current and complete and you will maintain and update that information to ensure that it remains as such. If EASI suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your business will indemnify EASI against such claim or liability including costs and attorneys fees incurred in defending against it.

10. Security. EASI uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents have the responsibility to manage your internal security by safeguarding passwords and establishing your own internal security procedures, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you agree to immediately report the same to EASI and a new password will be assigned for your use. EASI does not and cannot guarantee that information will remain secure.

11. Fees. The design, maintenance and operation of the Solution requires substantial costs and investment by EASI. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. The transaction fee for specific products and services for each event shall be owed by you and your company upon the execution of each awarded sale resulting from your submission of any request for quotations through this Solution. You hereby acknowledge that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, you are obligated to pay the Fee to EASI if you are the awarded supplier. Said Fee will be assessed to the awarded supplier at the rate of two and a quarter (2.25) percent of the awarded price. Fees will be billed and are to be paid to EASI by the awarded supplier in the following manner:

Term Contracts and service bids resulting in monthly or recurring transactions will be billed monthly on the actual purchase amount with payment due net 15; the initial monthly payment will be billed and due with the first shipment or performance. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures.

Awarded Suppliers shall make payment via either check or wire. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures.

Suppliers will insure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or

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not such payment is made directly to you or a third party, will cause you to be immediately liable to EASI for the Fee. Because these fees are expected to be INCLUDED in your pricing, these fees shall not be delineated in your invoicing to the buyer.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions in their entirety.

12. Disclosures. You acknowledge by using the Solution, you agree to provide EASI accurate and complete information regarding (a) any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating buyer with respect to the product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to EASI immediately upon becoming aware of such information and EASI relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

You acknowledge and agree the buyers conducting online bidding events through the Solution may be governmental or quasi-governmental entities, and that, prior to entering into any binding agreement with you for the purchase of any product or service, such buyers may be required to comply with numerous state and local laws, regulations and ordinances with respect to the procurement of goods and services by governmental entities. You acknowledge and agree such compliance by participating buyers may involve public notice, public hearings, counsel meetings, and other lengthy processes.

13. Privacy Policy. You hereby acknowledge EASI has the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. EASI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

The information we receive depends on what you do when visiting the Solution. If you visit the Solution to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access the Solution. We use this information to measure the number of visitors to different sections of the Solution, so that we can make the Solution more useful to our visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally

identifiable information needed to facilitate this participation (typically your name, company name, mailing address, email address).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. You agree not to hold EASI responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the Solution. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

14. Reselling or Transfer. You agree not to resell or transfer your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person.

15. Access to Internet. You agree that in order to use the Solution you must: (a) provide your own access to the Internet, and (b) provide all equipment necessary for you to make the connection to the Internet. EASI is not responsible for the speed, reliability and/or quality of your connectivity to the Internet.

16. Interference with Others. You agree not to use the Solution in a manner that would restrict or inhibit any other party’s use of such services.

17. Links to Other Sites. This Solution may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under EASI’s control. You understand and agree that the linking of the system to other sites does not mean that these sites are endorsed by EASI, and EASI is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.

18. Copyright – How you May Use the Content of the Solution. The content of this Solution (the “Content”) is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. This material is not for republication, except as authorized in this paragraph. You are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by EASI and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the

Electronic Auction Services, Inc (“EASI”).
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prior written consent of EASI, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the Solution.

19. Framed Links. You may not create framed links to the Solution without express written permission from EASI.

20. Modification. EASI, in its sole discretion, has the right to modify this Agreement at any time. Any modification is effective upon either posting notice of such modification on EASI’s website or upon notice by certified mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.

21. Non-Circumvention. You agree you will not, directly or indirectly, take any action with the Buyer or any other Suppliers involved in this specific event which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once (1) you have agreed to the terms and conditions contained herein and 2) electronically viewed or received a specific request for quotations from a buyer through the Solution, you will not, directly or indirectly, enter into any agreement related to such specific request for quotations with such buyer outside the Solution or in any manner such as paper or verbal bids which would result in your failure to pay to EASI the fee set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, your company and its representatives and EASI regarding the submission of quotations and subsequent pricing before and during the auction event.

22. Governing Law. This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to or application of its conflict of laws principles.

23. Partial Enforceability. If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.

24. Entire Agreement. This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.

25. No Consequential Damages. Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.

26. Headings. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

YOUR SIGNATURE BELOW IS YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ AND FULLY UNDERSTAND THE FOREGOING AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS IN THEIR ENTIRETY.

❖ I understand that if “I Do Not Accept” the terms listed in this Agreement or if I do not respond to this Agreement, EASI cannot allow me or my company to participate in the online bid.

I accept the terms listed in this agreement as well as Appendix A – Bid Layout

Company Name _____

Name _____

Title _____

Signature _____

Date _____

Please Review the following rules for participating in an Online Dynamic Reverse Auction Event:

Electronic Auction Services, Inc (“EASI”).
SUPPLIER AGREEMENT TERMS AND CONDITIONS

- I understand the auction configuration parameters as they are displayed in the section above, entitled, “Reverse Auction Event Configuration.”
- I acknowledge that I have received and fully understand the training and I am capable of bidding in the online event. If someone else is designated by me to bid in this event, I take responsibility for that bidder’s capabilities, will notify EASI, and I acknowledge that this Agreement will apply to the designated bidder.
- I understand that I should not attempt to troubleshoot any [technical problems](#) on my own, especially problems I am experiencing in the auction and that I should call EASI IMMEDIATELY at 330-931-4687.
- I understand that if I encounter any [difficulties in placing a bid](#) that I am to contact EASI via phone immediately and that, if necessary, EASI will assist me in placing a bid. I understand that adequate time must be provided to EASI to assist me and agree that EASI is not liable if I am unable to place a bid for any reason before the online bid closes.
- I understand that the [official auction clock](#) is maintained by EASI’s server and due to Internet connection speeds the auction clock on my computer may vary. For this reason, it is important that I submit my bid with ample time remaining in the auction to prevent late bids from being rejected due to the lag in connection speeds and clock times. Ultimately, EASI’s server is the official clock and by following instructions in this document, I will minimize the possibility that my intended bid will not be accepted.
- I understand that there are [extensions](#) built into this auction event in order to allow fair and ample opportunity for all bidders to counter last-minute bids. This is done to leverage Internet connection speeds. If a bid is placed within the last 3 minutes of the auction the clock will reset to 3 minutes until no further bids are placed and the time expires.
- I understand that I [should not wait until the last 60 seconds](#) of an auction to place a bid. I also understand that by waiting until the last 60 seconds to place a bid I risk problems associated with Internet transmission speeds and take the chance of having my bid rejected. I agree that neither EASI nor the Buyer using the online auction for purchases is responsible or liable if my bid is submitted too late or improperly and is not accepted by the software.
- I understand that in some cases, an [auction might be re-opened](#) if technical issues prevented a bidder or bidders from placing bids and those issues were brought to EASI’s attention immediately. I acknowledge that a re-opening decision will be at the discretion of EASI and the Buyer. Due to the possibility of a re-opening, I understand that I should remain logged on and attentive to the EASI Auctions site until a broadcast message announces the bid has officially closed.
- I understand that EASI is under [no obligation to re-open](#) an auction for a bidder to place a bid for any reason, particularly if a bidder does not contact EASI immediately after attempting to place a rejected bid.
- I understand that there may be an [opening price](#) in the auction and that I cannot place a bid higher than this price. This price represents the maximum allowable price that the system will accept in the auction.
- I understand that an established [reserve price](#) may have been set in the auction and that this price reflects the price at or below which the Buyer intends to award the bid. I do not know this price, but there will be indication on my screen when the reserve has been met. I also understand that if this price is not met during the auction, the Buyer retains the right to not award the bid.
- I understand that the Buyer has the [right to reject any and all bids](#) and that possessing the low bid in the auction does not necessarily guarantee that the low bidder will be awarded.
- I understand that there is a [minimum bid decrement](#) and that I must bid according to this decrement for my bid to be accepted. In a Dynamic Reverse Formatted Auction, this means that each subsequent bid I make must be the minimum bid decrement less than my last bid or lower. In an English Reverse Formatted Auction, this means that each subsequent bid I make must be at least the minimum bid decrement less than the leading bid.
- I understand that I should review all [Bid Package](#) files/documents uploaded to the Bid Manager Event or provided by the Bid Manager
- I understand that if I do not place a [test bid](#) in the training auction (using the same machine I will use for the live auction), EASI will not provide assistance, including placing bids on my behalf (proxy bidding) should I experience technical problems before or during the auction.
- I understand that EASI recommends I make the following [precautions](#) to avoid any technical issues during the auction:
 - I should arrange for another computer to act as a [backup](#) in case something happens to my computer during the auction. I should log into <http://ra.eprocurelive.com> prior to the live auction and place test bids in the training auction using this backup computer to make sure it will function properly in case it needs to be used as a back up during the live auction.
 - I should make sure no [other programs](#) are running during the auction to prevent my computer from running slowly and not getting my bid submitted in time.
- I understand that [important changes](#) to the configuration of the auction or terms of the bid may be made after this communication is sent and that I must review all Bid Manager messages, emails, calls, and auction site broadcast messages sent from EASI and the Buyer carefully and diligently.