Monthly Maintenance HVAC Systems for Library Branches

T6WJ4700

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**
Required by: **FREE LIBRARY OF PHILADELPHIA DEPARTMENT**

Pre-Bid Meeting Date and Time:	**October 16, 2015 at 1:00 PM Philadelphia Local Time**
Bid Opening Date and Time:	**November 9, 2015 at 10:30 AM Philadelphia Local Time**
Location for Bid Opening:	**MUNICIPAL SERVICES BUILDING - ROOM 170A** **1401 JFK BOULEVARD, PHILADELPHIA PA 19102**
Buyer:	**F. Johnson**
Spec. Writer:	**J. Washington**

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

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

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

BID QUESTIONS

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

Bid is Best and Good Faith Efforts.

GENERAL INFORMATION

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

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

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

Bid Processing Fee ☐Yes ☐No Method _____ Check or M/O # _____

Mary E. Stitt
Procurement Commissioner

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Monthly Maintenance HVAC Systems for Library Branches**

1.2 **CONTRACT TERM:** Date of Award thru one year ("Initial Term"), with an option to renew for up to three (3) additional one (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year. Further, the City may, at its sole discretion renew the contract for up to three (3) months after all renewal period have expired, in order to prevent a lapse in coverage until a new contract is in place.

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

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

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

1.3 **CONTRACT TYPE: REQUIREMENTS**

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

Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

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

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

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

1.4 **METHODOLOGY OF ACQUISITION:** Purchase only.

1.5 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for **Monthly Maintenance HVAC Systems for Library Branches** for the

Free Library of Philadelphia as specified herein during the contract period.

1.6 **BID SECURITY**

1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's New Annual Bid Security Program. The program covers the time period from **July 1, 2015 – June 30, 2016.** All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**$100.00**) payable to the order of the "The City of Philadelphia".

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

1.7 **BID INFORMATION:**

1.7.1 All information related to this bid will be contained in this Invitation and Bid as issued or amended.

1.7.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.

1.8 **BID SUBMISSION:**

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

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

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

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

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

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

1.8.7 **BID PROCESSING FEE:**
All bidders MUST submit with their bid a non-refundable company check, certified check, cashier's check, treasurer's check, bank money order, or United

States postal money order to the order of the "The City of Philadelphia" in the amount of twenty-five dollars ($25.00) to cover the bid processing fee in accordance with Paragraph 3 of the "SS&E Terms and Conditions of Bidding and Contract". Failure to submit the bid processing fee may result in disqualification from bidding.

1.8.8 **LOCAL BIDDING PREFERENCE**
In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a local bid preference[1]. In order to

determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity ("LBE") at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder's LBE Certification Number_____

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

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

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

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

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

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

1.8.9 **CONTACT PERSON:**

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

Name: _____

Address: _____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

Vendor's WEB address_____

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

Vendor's WEB address_____

1.8.10 **BID QUESTIONS OR PROBLEMS**
In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by emailing bid.info@phila.gov, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer.

Questions, whether written or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. The City will respond to questions it considers appropriate to this Invitation and Bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any bidder question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications.**

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

1.9 **BIDDER QUALIFICATION:**

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

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

SECTION 1:

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

Firm Name: _____ _____ _____

Contact Name: _____ _____ _____

Email: _____ _____ _____

Phone No.: _____ _____ _____

Type Work: _____ _____ _____

Years dealing w/ your firm: _____ _____ _____

SECTION 2:

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

Dept. Name: _____ _____ _____

Contact Name: _____ _____ _____

Email: _____ _____ _____

Phone No.: _____ _____ _____

PO#/Contract#: _____ _____ _____

Items: _____ _____ _____

1.10 **MANDATORY PRE-BID MEETING:**

Date: October 16, 2015
Time: 1:00PM
Location: MSB, Room 170A,
1401 JFK Blvd., Phila PA 19102

Mandatory Pre-Bid
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 Mandatory. Only bidders who attend the Pre-Bid Meeting and are subsequently qualified by the City will be eligible for award.

1.11 **MANDATORY SITE INSPECTION:**

Bidder(s) must inspect all library branches listed in Section 5, Pricing, for which they are placing a bid. Bidders must contact Mitch Partovi Building Superintendent, the Free Library of Philadelphia at 215-686-5380 to make arrangements to inspect the sites.

1.11.1 Each prospective bidder shall himself/herself examine in detail the sites of the work to be done and become thoroughly familiar with all conditions affecting the work of this Contract. The prospective Bidder shall take his/her own measurements for which he/she will be held responsible.

1.11.2 Familiarization with HVAC Systems and Equipment

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

1.11.3 **Attendance at the site inspections for those library branches for which bidder intends to place a bid is Mandatory. Failure to submit a signed Certificate of Site Visit form will disqualify the bidder (See "Certification of Site visit" form below).**

1.11.4 Those bidders that attended the mandatory site inspections for Bid #SWJ4700 will not be required to inspect the sites for Bid #T6WJ4700. Instead, bidder must submit with its response to Bid #T6WJ4700 the Site Visit Certification form that was signed by City personnel for Bid #S6WJ4700

1.12 **SITE INSPECTION:**

Attendance at the site is Mandatory. Failure to submit a signed Certification of Site Visit form will disqualify bidder. (See "Certification of Site Visit" form below).

MANDATORY SITE VISIT

BID NO. T6WJ4700

(TO BE SUBMITTED WITH BID PACKAGE)

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID.

Vendor shall contact the Free Library's Buildings Maintenance Department to make arrangements to visit the Region branch sites for inspections.

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

NORTHEAST REGION BRANCHES	ADDRESS & PHONE	BRANCH REPRESENTATIVE SIGNATURE
Bushrod	6304 Castor Avenue Phila. PA 19149 215-685-1471	_____
Bustleton	10199 Bustleton Ave. Phila. PA 19116 215-685-0472	_____
Fox Chase	501 Rhawn Street Phila. Pa 19111 215-685-0547	_____
Frankford	4634 Frankford Ave. Phila. PA 19124 215-685-1473	_____
Holmesburg	7810 Frankford Ave. Phila. PA 19136 215-685-8756	_____
Katharine Drexel	11099 Knights Road Phila. PA 19154 215-685-9383	_____

NORTHEAST REGION BRANCHES	ADDRESS & PHONE	BRANCH REPRESENTATIVE SIGNATURE
Lawncrest	6098 Rising Sun Ave. Phila. Pa 19111 215-685-0549	_____
Northeast Regional	2228 Cottman Avenue Phila.PA 19149 215-685-0501	_____
Tacony	6742 Torresdale Ave. Phila. PA 19135 215-685-0494	_____
Torresdale	3079 Holme Avenue Phila. PA 19136 215-685-0494	_____
Welsh Road	9233 Roosevelt Blvd. Phila. PA 19114 215-685-0498	_____

NORTHWEST REGION BRANCHES	ADDRESS & PHONE	BRANCH REPRESENTATIVE SIGNATURE
ANDORRA	705 E. Cathedral Rd. Phila. PA 19128 215-685-2552	_____
Coleman/Northwest Regional	68 W. Chelten Avenue Phila. PA 19144 215-685-2155	_____
Chestnut Hill	8711 Germantown Ave. Phila. PA 19118 215-685-9290	_____
Falls of Schuylkill	3501 Midvale Ave. Phila. PA 19129 215-685-2093	_____

NORTHWEST REGION BRANCHES	ADDRESS & PHONE	BRANCH REPRESENTATIVE SIGNATURE
Greater Olney	5501 N. 5th Street Phila. PA 19120 215-685-2845	_____
Logan Branch	1333 Wagner Ave. Phila. Pa 19141 215-685-9156	_____
Lovett Memorial	6945 Germantown Ave. Phila. PA 19119 215-685-2095	_____
Oak Lane	6614 N. 12th Street Phila. PA 19126 215-685-2848	_____
Ogontz	6017 Ogontz Ave. Phila. PA 19141 215-685-3566	_____
Roxborough	6245 Ridge Avenue Phila. PA 19128 215-685-2550	_____
Wadsworth Ave.	1500 Wadsworth Ave. Phila. Pa 19114 215-685-9293	_____
West Oak Lane	2000 Washington Lane Phila. PA 19138 215-685-2843	_____

CENTRAL REGION BRANCHES	ADDRESS & PHONE	BRANCH REPRESENTATIVE SIGNATURE
Cecil B. Moore	2320 W. C. B. Moore Ave. Phila. PA 19121 215-685-2766	_____
Haddington	446 N. 65th Street Phila. PA 19151 215-685-1970	_____
Haverford Ave.	5543 Haverford Ave. Phila. PA 19139 215-685-1964	_____
Fishtown Community	1217 E. Montgomery Ave. Phila. PA 19125 215-685-9990	_____
Kensington	104 W. Dauphin St. Phila. PA 19133 215-685-9996	_____
Lehigh/Lillian Marrero	601 W. Lehigh Ave. Phila. PA 19133 215-685-9794 Mini Mayor's Office	_____
Mantua/Charles Durham	3320 Haverford Ave. Phila. PA 19104 215-685-7436	_____
McPherson Square	601 E. Indiana Ave. Phila. PA 19134 215-685-9995	_____
Nicetown-Tioga	3720 N. Broad Street Phila. PA 19140 215-685-9790	_____

CENTRAL REGION BRANCHES	ADDRESS & PHONE	BRANCH REPRESENTATIVE SIGNATURE
Overbrook Park	7422 Haverford Ave. Phila. PA 19151 215-685-0182	_____
Ramonita G. de Rodriguez **6th St. & Girard Ave.**	600 W. Girard Ave. Phila. PA 19123 215-685-1768	_____
Richmond	2987 Almond St. Phila. PA 19134 215-685-9992	_____
Widener	2808 W. Lehigh Avenue Phila. PA 19132 215-685-9799	_____
Wynnefield	5325 Overbrook Avenue Phila. PA 19131 215-685-0298	_____
Wyoming	231 E. Wyoming Avenue Phila. PA 19120 215-685-9158	_____

SOUTH REGION BRANCHES	ADDRESS & PHONE	BRANCH REPRESENTATIVE SIGNATURE
Eastwick	2851 Island Avenue Phila. PA 19153 215-685-4170	_____
Thomas F. Donatucci, Sr.	1935 Shunk Street Phila. PA 19145 215-685-1755	_____
Kingsessing	1201 S. 51st Street Phila. PA 19143 215-685-2690	_____

SOUTH REGION BRANCHES	ADDRESS & PHONE	BRANCH REPRESENTATIVE SIGNATURE
Blanche A. Nixon/ Cobbs Creek	5800 Cobbs Creek Pkwy. Phila. PA 19143 215-685-1973	_____
Queen Memorial	1201 S. 23rd Street Phila. PA 19146 215-685-1899	_____
Paschalville	6942 Woodland Ave. Phila. PA 19142 215-685-2662	_____
Philadelphia City Institute	1905 Locust Street Phila. PA 19103 215-685-6621	_____
Regional Ops Ctr	3401 Grays Ferry Ave Phila. PA 19146 215-683-1862	_____
Ritners Childrens Branch/ Fumo Family Branch	2437 S. Broad St. Phila. PA 19148 215-685-1758	_____
Charles Santore	932 S. 7th Street Phila. PA 19147 215-685-1766	_____
Walnut Street West	3927 Walnut Street Phila. PA 19104 215-685-7671	_____
Lucien E. Blackwell/ West Phila. Regional	125 S. 52nd Street Phila. PA 19139 215-685-7429	_____

SOUTH REGION BRANCHES	**ADDRESS & PHONE**	**BRANCH REPRESENTATIVE SIGNATURE**
Whitman	200 Snyder Avenue Phila. PA 19148 215-685-1754	_____

SECTION 2: SPECIFICATIONS

2.1 **PROJECT DESCRIPTION**

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

2.2 **INTENT**

2.2.1 This contract is intended to provide an umbrella of Maintenance, Service and Repairs sufficient to meet the following requirements:

2.2.1.1 Branch Libraries will call the Free Library Buildings Maintenance Unit with requests for Emergency Service during the cooling season. The Buildings Maintenance Unit will then telephone the vendor who will dispatch service personnel. Within

FOUR HOURS service personnel will have arrived at the Branch Library.

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

2.2.1.3 Major repairs will be completed in accordance with schedules agreed upon before work begins. Payment will be as detailed in section "Extra Payment Items", paragraph 2.14.

2.2.1.4 The vendor will provide preventive maintenance and scheduled maintenance service in accordance with the bid specifications of the Invitation and Bid.

2.2.1.5 Depending on the HVAC systems to be maintained during the winter or summer seasons, the vendor will schedule major maintenance jobs which require system shutdown. During the off season, documented troublesome branch air-conditioning/heating systems will be scheduled for repair by the vendor.

2.3 **NOTIFICATION OF SERVICE**

2.3.1 The successful vendor will notify the Philadelphia Free Library Building Superintendent (or designee) at least forty-eight (48) hours in advance to schedule basic services work under this contract at each Library Branch.

2.3.2 **Total Shutdown**
The successful bidder shall obtain permission from the requesting contact person (s) at least forty-eight (48) hours in advance for all scheduled work which will require a total shutdown of the heating, ventilating, or air conditioning system in a particular building.

2.3.3 Equipment rental, to be provided to temporarily heat or cool affected location while repairs or maintenance is performed. Equipment shall be a 100% outside air unit which can be powered by the branch building's electrical system.

SHALL BE REIMBURSED BY THE CITY AT VENDOR'S RENTAL 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.

Under no circumstances shall the City pay for any rental of equipment which does not provide cooling or heating as indicated. No overhead, expenses, etc. shall apply to the equipment rental costs.

Unit of Measure: LOT (LO)

Estimated Expenditures: $10,000.00

2.4 **SCOPE OF WORK**

2.4.1 The work to be performed by the vendor under this specification shall consist of the hereinafter specified inspection calls and maintenance services, beginning on the date of the "Notice to Proceed Letter" and ending on the last date of this contract (to include any contract extension). The work items required under this specification shall include the items listed below or elsewhere in this Invitation and Bid.

Work items or materials not specifically mentioned, but required to fulfill the "**scope of work or the intent**" of this contract, shall be performed or supplied as if itemized in detail within this specification. The minimum requirements include, but are not limited to the following: scheduled inspections, monthly maintenance, repair and performance of the items which are detailed under "Specific HVAC System Requirements", paragraphs 2.18 through 2.32.

2.5 **SUPERVISION OF PERSONNEL**

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

2.5.2 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 parameters of their work.

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

2.5.4 **CONTRACTOR'S PERSONNEL**

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

2.5.4.2 Personnel assigned to perform work related to this contract including emergency calls must be fully trained in HVAC mechanics with either a grade A steam boiler, stationary and engineer license or a grade B refrigeration engineer license and an Environmental Protection Agency - Universal certificate for handling of chlorofluorocarbon. The use of inadequately trained or apprentice personnel is not permitted.

2.5.4.3 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.

2.5.4.4 The Free Library Building Maintenance Superintendent may request the Contractor to transfer from the work crew, employees who are found to be incompetent, prone to excessive tardiness, absenteeism or theft.

2.5.4.5 The Contractor's employees shall be subject to such security clearances as the City deems required.

2.5.4.6 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. 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.

2.5.4.7 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.

2.5.5 Do your personnel providing service have experience and training equivalent to journeyman mechanics of Steam Fitters Local 420 or possess a Class A Engineer License?_____

Please state below the technicians that will be assigned to the contract.

	Name of Technician	**Years of Experience**	**Training School**	**Years of Training**	**Class A License (if applicable)**
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

2.5.6 Have the personnel providing service on heat pumps completed training equivalent to the Refrigeration Service Engineer's Society's Heat Pump Technology Certification Course? _____.

Please state below the technicians that will be assigned to the contract.

	Name of Technician	**Training School**	**Years of Training**
1.	_____	_____	_____
2.	_____	_____	_____

2.6 **LAWS, PERMITS AND REGULATIONS**

2.6.1 Vendor shall conform to all the "American National Standard Safety Code" requirements for maintenance and inspection. Vendor must comply with the regulations set down by U.S. Environment Protection Agency, Department of The Commonwealth of Pennsylvania, Department of Labor and Industry regarding Cooling Towers, Emergency Generators, Exhaust Systems, Water Treatment, Air Compressors, Building Fire and Security System, Steam Equipment and all pertinent HVAC equipment and controls.

2.6.2 All materials furnished and all work installed shall comply with the rules and recommendations of the NFPA, the National Electrical Code, the Philadelphia Plumbing Code, the ASHRAE Guide Standards and Codes, the American Standard Safety Codes for Mechanical Refrigeration, the Equipment Standards of the ACRMA and other applicable codes, with all requirements of local utility companies, with the recommendations of the Fire Insurance Organization having jurisdiction and with the requirements of all Governmental Departments having jurisdiction.

2.7 **EMERGENCY TELEPHONE SUPPORT SERVICE**

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

Emergency contact #1: Name: _____ Telephone: _____

E-mail address: _____

Emergency contact #2: Name: _____ Telephone: _____

E-mail address:_____

2.8 **RECORDS AND REPORTING**

2.8.1 The vendor's representative shall report to the respective branch head or his designated representative when arriving for scheduled and/or emergency calls. A written service report shall be forwarded to Mitch Partovi, Building Maintenance, Central Library at the completion of each service visit. Service reports shall give the nature of the problem, problems encountered, means of repair, materials used, final operating condition, starting time, completion time, hours worked and each service report shall be signed by the Branch Head or a representative.

2.8.2 Vendor shall provide and keep current a suitable chart posted in the mechanical room of each branch library on which entries shall be made to indicate the status of all servicing and maintenance work performed, and the time in man-hours. The vendor shall also submit a written monthly report to the Building Manager indicating all work performed at each branch location. The report shall catalog the work as maintenance, repairs, replacements or emergency call backs.

2.9 **INSPECTION AND TESTS BY THE CITY**

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

2.9.2 If the vendor fails to comply with such demands, within a reasonable time, the City may by written notice to the vendor, terminate all rights to proceed further with the work. In such an event, the City may take over the work and prosecute it to completion, by contract or otherwise, and the vendor and vendor sureties (if any) shall be liable to the City for any excess cost occasioned the City thereby.

2.10 **VISITATION SCHEDULE**

2.10.1 **Vendor MUST provide, within two (2) weeks of award, the Free Library Building Maintenance Engineer (FLBME) with a detailed monthly maintenance visitation schedule for all locations listed in this Invitation and Bid. Any changes to this schedule MUST be coordinated 48 hours in advance with the FLBME. This schedule is essential for the effective management of this contract.**

2.11 **GUARANTEE**

2.11.1 Vendor shall be responsible for turning over all systems covered by this Contract in a condition compatible with all terms of this agreement at the termination of this contract.

2.11.2 Class Grouping of HVAC Items

2.11.2.1 Base Bid Items:
Usual and Customary expendable, repairable and replaceable items such as further detailed and defined in the bid under "Base Bid Items", paragraph 2.15. There may be included large and expensive components such as motors and compressors.

2.11.2.2 Extra Charge Items:
Items not included (paragraph 2.14) in Bid Based Items that may be conditionally repaired or replaced as follows:

1. When repair is **less** than 20% of replacement cost (contractor repairs).

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

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

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

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

2.12 INTERRUPTION OF SERVICE

2.12.1 Vendor shall be free to start and stop the various pieces of equipment covered by this contract when this is essential to the proper performance of this contract.

All starting and stopping of equipment must be coordinated with the City's appointed representative to cause as little disruption to Library service as possible.

2.13 SYSTEM ALTERATIONS AND IMPROVEMENTS

2.13.1 During the life of the contract, the City may request alterations and/or improvements to the systems covered under this contract. Repairs, maintenance, replacing defective parts, servicing the equipment as outlined herein are not considered alterations or improvements.

2.13.2 During the life of the contract the Library's Building Maintenance Engineer may determine that a major component of a Branch Library cooling system has failed beyond repair and replacement is required. The vendor will provide on request an itemized cost breakdown of the proposed repair. If approved an increase to the Purchase Order will be prepared. The City reserves the right to solicit competitive bids for any work requested. The Engineer shall make the final decision as to whether repair or replacement is required. The vendor shall proceed with repairs if so ordered by the Engineer.

2.13.3 Vandalism damage beyond the control of the contractor shall be paid from the modification fund.

2.13.4 Upon approval of an itemized cost breakdown from the vendor detailing material and labor costs by the Free Library's Building Maintenance Engineer, an advice of change to the purchase order must be issued describing the alterations and/or improvements and providing funding prior to commencing the work.

2.14 EXTRA PAYMENT ITEMS

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

2.14.1.1 Major chiller repair such as tube bundle replacement etc.

2.14.1.2 Complete water tower replacement.

2.14.1.3 Complete air handling unit.

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

2.14.2 Should an entire system such as an air handling unit fail beyond repair (which again remains beyond the scope of this contract), the vendor will be required to prepare a full report for the Library’s Building Maintenance Engineer which details the failure and explains why repair is not practical.

In such an event, the City retains the right to go open market and obtain bids from other contractors for replacement equipment or systems. If another contractor does finally install new equipment, the incumbent will be responsible for the maintenance of that equipment under the guidelines listed in this contract and as specified by the original equipment manufacturer. The vendor will also effectively coordinate and guarantee the integrity of all warranty issues associated with the newly installed equipment.

2.15 **BASE BID ITEMS**

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

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

2.15.1.1 Pumps, all kinds, all sizes, including but not limited to, cooling tower pumps, chilled water pumps, refrigerant pumps, house pumps. Included also are pump sub-assemblies such as impellers and bearings.

2.15.1.2 Motors, all kinds, all sizes, all voltages and phases including but not limited to, pump motors, tower fan motors, supply and return fan motors.

2.15.1.3 Control items such as control valves and operators complete, three way valves, sensors, etc..

2.15.1.4 Bearings including air handling unit shaft bearings, pump bearings, motor bearings, complete.

SUCCESSFUL VENDOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ALL COMPRESSORS AND PUMPS WHICH FAIL DURING THE CONTRACT PERIOD AT NO ADDITIONAL COST TO THE CITY.

2.16 **CONTRACTOR YEAR-ROUND RESPONSIBILITIES**

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

2.16.1.1 Air handling units, both supply and return.

Any AHU in any branch used for both cooling and heating air movement. This includes filter replacements in these units.

2.16.1.2 Three way valves complete.

2.16.1.3 Dampers and damper operators regardless of how powered.

2.16.1.4 Thermostats

2.17 **START UP AND SHUTDOWN DATES**

2.17.1 The air-conditioning systems for the Free Library must be started by May 1. Start up must be completed by May 15. The Regional Libraries are an exception. These three air-conditioning systems must be operational by May 1.

2.17.2 All Air-conditioning systems in all branches must remain operational through October 15 with the exception of the systems in the three Regional Libraries which must remain operational through October 30th.

2.17.3 Contractor Inspections After Award

2.17.3.1 After Contract Award: A subsequent "In-Season Inspection Report" will be required, during the contract year and prior to the commencement of the new season (i.e., heating or cooling), to identify items qualifying for immediate repair or replacement (i.e., Bid Based Items) that were not evident or discovered during the previous "in-season" inspection. It should become apparent in the case of multi-year contracts, with several renewal options, all inspection reports, other than the Pre-Bid Inspection Report used to initially award the contract, will be identified as In-Season Inspection Reports.

2.17.3.2 Contract Execution: Repair or replacement items listed on any inspection report must receive official approval from the City User before work may proceed.

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

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

SPECIFIC HVAC SYSTEM REQUIREMENTS

2.18 **Emergency Service**

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

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

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

2.19 **EQUIPMENT INSPECTIONS**

2.19.1 Comprehensive Inspections

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

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

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

2.20 **PREVENTIVE MAINTENANCE**

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

2.20.2 General Maintenance at Each Branch Library

2.20.2.1 Check and verify the proper equipment operation, condition and performance of all components through the analysis of available log readings or readings taken during inspections.

2.20.2.2 Adjust, repair or replace as required and functionally clean all system components, motors, starters, valves, drives, control devices and accessories.

2.20.2.3 Replace any component, part, material or equipment that becomes defective, deficient, damaged, inoperative, or deteriorated beyond repair and cannot be repaired effectively. The replacement shall have the same or better qualities, capacity and performance than the removed original. The vendor shall keep the normal replaceable items, such as relays, small valves, fittings, fan belts, small lamps, steam traps, refrigerant, oil, grease, duct tape, etc., at his disposal at all times so that the inoperative system can be worked on and repaired immediately. Recording instruments, such as thermometers, pressure gauges, etc., which will not affect the operation of its respective system shall be replaced within two (2) weeks of noticed failure. Any replacement or method, means and handling of the replacement shall be at Vendor's discretions: but, with the approval of the Head Buildings Supervisor or his representative. Vendor shall absorb the cost of any and all replacements except for items specifically listed as extra cost items.

2.20.2.4 All equipment shall be maintained in accordance with the recommendations of the equipment manufacturer, as outlined in their respective maintenance and operation manuals.

2.20.2.5 Lubricate all moving parts, as required.

2.20.2.6 Check for refrigerant leaks, air leaks in duct work, water leaks in the chilled condenser water lines, air leaks in the pneumatic control air lines; repair any leaks which are found. Repack valves when necessary.

2.20.2.7 Keep the exterior of the machinery and any other parts of the equipment subject to rust, properly painted, and presentable at all times. Motor wirings and controller coils are to be periodically treated with proper insulating compound.

2.20.2.8 Provide seasonal start-up and shutdown for equipment and provide service where applicable.

2.20.2.9 Clean all strainers under the contract a minimum of four (4) times a year. Blow down above strainers a minimum of twice a month.

2.20.2.10 Adjust tension on all motor driven belts. Replace belts if necessary.

2.20.2.11 Check and adjust motor starter relays and contacts. Clean all motor housings. Insure that all indicating lamps and gages are properly operating at all times.

2.20.2.12 Maintain the electrical wiring, circuit breakers, disconnect to the operating unit and maintain all control wiring under this contract.

2.20.2.13 Maintain the insulation on all the piping and ductwork associated with this contract.

2.21 **WATER FILLED COOLING TOWER AND CONDENSER WATER PIPING SYSTEM**

2.21.1 Cooling Tower Piping (where applicable)

2.21.1.1 Clean the Cooling Tower a minimum of (4) times during the cooling season. The initial cleaning will be before start-up in the Spring. The vendor shall make arrangement with the Library as to when the cooling system can be shut down for the other three cleanings. During the cleaning, clean the tower strainer, clean each nozzle, clean the nozzle supply headers and hose down the tower and sump.

2.21.1.2 Check the operation of the make-up water valve.

2.21.1.3 Maintain the Cooling Tower by checking the pressure readings at the tower strainer and blowing down the strainer at least once a month.

2.21.1.4 Maintain by repair or replacement any moving parts in any cooling towers such as fans, shafts, bearings and motors.

2.21.1.5 Winterize the Tower when the cooling season is over. Check and maintain the electrical heat tracing, if and where installed.

2.21.1.6 Service, repair and maintain the condenser water pumps as required. Replace packing seals, bearings, shaft, coupling, impeller when required.

2.21.1.7 Repair any leaks which may develop in the system.

2.21.1.8 Inspect, service and maintain any thermometers, pressure gauges, flow switches, control sensing devices, valves, balancing valves, control valves and any other specialties in the condenser water system. Replace, if necessary.

2.21.1.9 When the Cooling Towers are inoperative during the winter months, the vendor shall drain the condenser water from the tower, leaving all the drain valves open. Water shall be drained to approximately 3 feet below the roof level. Any freeze damage will be the vendor's responsibility to repair.

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

2.22 **CONDENSER WATER PIPING SYSTEM**

2.22.1 Service, maintain, and repair any chilled water pumps as required. Replace packing, seals, bearings, shaft, coupling, impeller when required.

2.22.2 Repair any leaks which may develop in the system.

2.22.3 Inspect and maintain any thermometers, pressure gauges, flow switches, control sensing devices, valves, balancing valves, control valves, air vents and any other specialties in the chilled water system. Replace, if necessary.

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

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

2.23 **CENTRIFUGAL CHILLERS**

2.23.1 Furnish all labor, parts supplies, equipment, and tests necessary to maintain, inspect, repair, and operate the centrifugal chillers at the Northeast Regional Library, Bushrod Library and any other branch location having a centrifugal chiller.

This is intended to provide all inclusive maintenance, operation, and repair service covering any and all required repair, replacement, or maintenance necessary to keep the chillers operating at design limits. The vendor shall not sub-contract any work on the chillers except motor rewinding without prior approval from the Building Maintenance Engineer.

2.23.2 Following is a detailed listing of the minimum contract requirements for the inspection and maintenance of the Free Library's chillers. Repair or replacement of damaged or failed parts or sub-assemblies or entire operating units shall be provided as required and at no additional cost.

Should anything be left out of this inspection and maintenance list but which is normally provided during routine maintenance and inspection of this type of equipment, omitted items shall be included as if mentioned specifically herein.

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

a. Start and check purge operation

b. Furnish and add refrigerant as found necessary at no additional cost to the City.

c. Check lubrication for correct temperature and pressure record.

d. Start machine

e. Check operation and cutout points of all safety controls and interlocks.

f. Check operation of capacity control.

g. Optimize refrigerant charge.

h. Leak test all refrigerant circuits with electronic leak detector or other suitable means. Repair leaks discovered. Recharge systems to proper operating level with correct type of refrigerants a no additional charge.

i. Log machine as follows and discuss with operating personnel.

1. cooler refrigerant pressure
2. cooler refrigerant temperature
3. refrigerant level
4. chilled water temperature in
5. chilled water temperature out

6. chilled water pressure drop
7. condenser refrigerant pressure
8. condenser refrigerant temperature
9. condenser water temperature in
10. condenser water temperature out
11. Guide van position
12. bearing temperature
13. oil level
14. oil reservoir temperature
15. oil supply pressure
16. electric motor volts
17. electric motor amps.
18. purge refrigerant level
19. purge condenser pressure
20. frequency of pump operation

j. Check condition and settings of panel controls, chilled water and condenser water pumps, pump motor starters, thermometers, and gauges to insure optimum performance and reliability.

k. Determine level of heat exchange tube fouling from analysis of available log readings or readings taken during inspection.

l. Check proper operation of belts, pulleys, valves, and purge units of listed equipment.

m. Lubricate all moving parts, as required.

n. Verify proper equipment operation through analysis of log readings or readings during inspections.

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

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

a. Compressor-Motor

1. Disassemble main and thrust bearing
2. Disassemble motor end bearing
3. Inspect main journal bearing
4. Inspect thrust bearing
5. Inspect thrust disc
6. Inspect abetted seal ring
7. Inspect economize equalizing damper
8. Inspect motor and bearing
9. Inspect seal ring
10. Record bearing clearances

11. Record thrust clearances
12. Replace Gask-O-Seal
13. Replace felt rings
14. Replace "O" rings
15. Replace defective components
16. Reassemble compressor and thrust bearings.
17. Reassemble motor and bearings
18. Check for oil leaks
19. Check guide vane positioner operation
20. Reinstall covers
21. Check and record cut-in and cut-out points of oil heater and thermostat
22. Check and record cut-in and cut-out points of oil safety switch.
23. Drain compressor oil and dispose of the oil; replace oil
24. Disassemble oil filter
25. Clean oil solenoid strainer
26. Inspect internal wiring
27. Inspect for oil leaks
28. Recharge with fresh oil
29. Replace oil filter
30. Replace defective components where applicable
31. Leak check unit
32. Compressor motor meggering (Once per year) (1) Check polarization index at 500 volts over a ten minute period.

b. Purge

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

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

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

d. Controls

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

e. Condenser and Evaporator

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

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

f. Cooler Maintenance

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

2.25 **SIX (6) OPERATING INSPECTIONS PER YEAR**

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

2.25.1.1 Record machine condition at arrival and departure as follows:

a. cooler refrigerant pressure
b. cooler refrigerant temperature
c. refrigerant level
d. chilled water temperature in
e. chilled water temperature out
f. chilled water pressure drop
g. condenser refrigerant pressure
h. condenser refrigerant temperature
i. condenser water temperature in
j. condenser water temperature out
k. guide van position
l. bearing temperature
m. oil level
n. oil reservoir temperature

o. oil supply pressure
p. electric motor volts
q. electric motor amps.
r. purge refrigerant level
s. purge condenser pressure
t. frequency of pump operation
u. chiller operating efficiency BTU/KW

2.25.1.2 Check refrigerant charge

2.25.1.3 Check for high side leaks

2.25.1.4 Check purge operation

2.25.1.5 Check operating controls

2.25.1.6 Check lube system

2.25.1.7 Check guide van operation

2.25.1.8 Check starter operation (semi-annually)

2.25.1.9 Tighten couplings

2.25.1.10 Tighten gasket flanges

2.25.1.11 Calibrate safety controls (semi-annually)

2.25.1.12 Confirm control reaction

2.25.1.13 Confirm control operation

2.25.1.14 Prepare winter repair list (annually)

2.25.1.15 Perform refrigerant analysis (annually)

2.26 **TESTS**

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

2.27 **PACKAGE (DIRECT EXPANSION) COOLING UNITS**

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

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

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

a. Check system operation
b. Furnish and add refrigerant as found necessary at no additional cost to the City
c. Start system
d. Optimize operation and cutout points of all safety controls and interlocks
e. Adjust operation of capacity control
f. Optimize refrigerant charge
g. Leak test all refrigerants circuits with an electronic leak detector. Repair leaks discovered. Recharge systems to proper operating level with correct type of refrigerants at no additional charge.
h. Adjust settings of panel controls, pumps, motor starters, operating controls safety controls, thermometers and gauges to insure optimum performance and reliability.
i. Determine level of heat exchange tube fouling from analysis of available log readings or readings taken during inspection.
j. Maintain proper operation of belts, pulleys, valves and purge units of listed equipment. Replace, if required.
k. Lubricate all moving parts, as required.
l. Controls
    1. Inspect physical condition
    2. Adjust linkages
    3. Inspect, clean & repair terminals
    4. Adjust pressure controls
    5. Adjust temperature controls

6. Adjust flow controls
7. Lubricate contacts
8. Replace defective components

2.27.2.2 SIX (6) OPERATING INSPECTIONS PER YEAR

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

1. Check refrigerant charge
2. Check for leaks
3. Check operating controls
4. Check lube system
5. Tighten couplings
6. Tighten gasket flanges
7. Calibrate safety controls
8. Confirm control reaction
9. Confirm machine operation
10. Prepare winter repair list (annually)

2.27.2.3 TESTS

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

2.28 **AIR-HANDLING UNITS (AHUs)**

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

2.28.1.1 Optimize the operation of each unit in every Branch Library listed.

2.28.1.2 Replace all belts, motors, transformers, control equipment when required.

2.28.1.3 Check for and repair all leaks.

2.28.1.4 Replace filters monthly. Dispose of old filters.

2.28.1.5 Comb coils if damaged.

2.28.1.6 Maintain and clean any in duct heaters and blowers.

2.28.1.7 Maintain all shafts and motor bearings.

2.28.1.8 Lubricate all moving parts as required. Fill all oil wells.

2.29 ADDITIONAL HEATING WORK

2.29.1 SCOPE OF WORK

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

2.29.2 SPECIFIC REQUIREMENTS

2.29.2.1 WINTER STARTUP - OCTOBER 15

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

2.29.2.2 SPRING SHUT DOWN - MAY 15

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

2.29.2.3 **SERVICE CALLS**

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

2.29.2.4 **MAINTENANCE & INSPECTION**

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

2.29.2.5 **SYSTEM MODIFICATIONS**

If during any inspection or service call the contractor discovers a failure of a major heating system component such as condensate pumps or boiler sections etc. which is beyond normal maintenance, vendor shall submit a price in writing to the Head of the Buildings Department of the Free Library, detailing the failure, probable cause, and required action.

The Contractor shall not proceed with any work until receiving approval of his submittal from the Buildings Department Head.

EXCEPTION: The Contractor shall immediately perform any work required without required submittals or approval to correct an immediately dangerous condition. Upon stabilizing the affected heating system, the contractor shall contact the Buildings Department immediately.

2.29.3 **ITEMS INCLUDED IN BASE MONTHLY CHARGE**

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

2.29.4 **ITEMS NOT INCLUDED IN BASE MONTHLY BID**

Excluded from the base monthly bid and requiring cost proposal submittal and approval shall be any major system repairs such as boiler or section replacement, long piping replacements,(shall be considered as anything that is ten (10) Ft. and over) missing equipment, or any work specifically approved by the FLBME. The Library reserves the right to supply any parts required for replacement or repair to the contractor for installation.

2.30 **ELECTRICAL**

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

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

2.31 **AUTOMATIC CONTROL SYSTEMS**

2.31.1 Maintain, inspect, service, and repair or replace as required all the pneumatic controls, electrical controls and electronic controls in any Branch Library covered by this contract. This includes but not limited to the following items where applicable: air compressors, control transformers, automatic control valves, dampers, thermostats, aquastats, all temperature sensors, freezestats, firestats, duct smoke detectors, smoke dampers, all the control panels, all duct insertion and water immersion controllers and sensors, air switches, flow switches, float switches, pressure electric switches, relays, electric-pneumatic switches, timers and time delay relays, sail switches, pressure differential switches, all interlocking controls, all starting circuits, all gauges, all thermometers, controls for the exhaust and ventilating systems in the buildings, etc.

2.31.2 All dampers shall be checked for operation and adjusted so that the systems will maintain the proper air distribution. Replace any missing or defective parts such as damper motors, operators, connecting rods, broken dampers, etc.

2.31.3 Inspect all temperature and humidity controlling and sensing devices, where installed, and adjust same for proper room environmental conditions.

2.31.4 All control systems shall be adjusted to maintain the initial design conditions. Systems shall be air and water balanced to obtain these conditions. Adjust all water regulating valves.

2.31.5 Clean dust from all the controls; clean panels; replace any indicating lamps which have burned-out in the control panels, control boards, motor starters, etc.

2.31.6 Adjust gauges, instrumentation and any recording devices or controls to read correctly. Replace any recording device which will not read properly.

2.31.7 Check condition and settings of panel controls, chilled water and condenser water pumps, operating controls, safety controls, thermometers, smoke detectors and gauges to insure optimum performance and reliability.

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

2.32.1 The vendor shall maintain all the water treatment systems, where installed. The chilled and condenser water systems are treated by an "ARC" System. The successful bidder shall adjust, maintain, test, set, repair and replace the equipment as necessary for the proper operation of the systems.

2.32.2 The vendor shall survey the installation, the water conditions and any testing equipment which may be on hand and from such survey recommend procedures which will best be suited to accomplish the following objectives:

a. Maintenance of water's chemical and/or physical condition at a level least conducive to the formation of scale deposits by precipitation or evaporation.

b. Maintenance of the water's chemical and/or physical condition at a level least conducive to the pitting and corrosion of the metal surfaces contacted by the water in the system.

c. Maintenance of the water's chemical and/or physical condition at a level least conducive to the growth of microbiological organisms.

d. Necessary modifications in construction or design of equipment essential to the proper performance of the treatment service.

2.32.3 The vendor shall provide a complete chemical and service water treatment program. This program shall include:

a. All chemicals required for the treatment of the system.

b. Delivery of all chemicals.

c. Charging of all chemical feed systems.

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

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

a. The device will continuously monitor the specific conductance of the recirculating water. As the conductivity increases, the unit will activate a solenoid valve in the blow-down line and bleed off tower water until the conductivity is 5% to 10% below designated limits. Contacts will then be broken, the valve closes and the tower water will again begin to concentrate.

b. The monitor will be of such design that a chemical feed pump can be wired directly into it and will be activated in such a way as to automatically feed chemicals in proportion to bleed off.

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

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

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

2.32.8 The vendor shall obtain the signature of the Buildings Superintendent, attesting to the fact that each monthly visit and inspection of each installation has been made, and shall submit a monthly summary of activities, condition of water and of equipment to the attention of the Buildings Superintendent.

2.32.9 Joint inspection by a representative of the vendor and of the City at the conclusion of an operating season shall be made to determine the efficacy of treatment.

2.32.10 Except for formulations to be provided later for Cooling Tower, bidder must submit with his bid information on the formulation of the chemicals or chemicals to be furnished, using correct chemical names for the constituents.

2.32.11 If any action is required on the part of City Personnel in the intervals between the vendor's visits, the successful bidder shall provide written instructions for the guidance of such operating personnel.

2.32.12 The vendor shall maintain a chemical laboratory equipped to analyze water in accordance with standard methods approved by the American Water Works Association and the methods for the industrial waters of the American Society for Testing Materials.

2.32.13 The treatment for the closed system (chilled water) shall be such that the following chemical or physical factors or conditions will exist in the water:

a. Chromate Concentration expressed as "Na2 Cr04" shall be a minimum of 300 ppm.

b. Sequesterants (e.g. polyphosphates) expressed as "P205" shall be between 3-5ppm.

c. Chloride Concentration expressed as "C1" shall be a maximum of 350 ppm.

d. Biocide shall be as required.

e. "PH" shall be within the range of 6.5 to 8 for any closed systems such as the chilled water circuit, spray water of air washers, etc.

2.32.14 The treatment for the open system (chiller condenser water or any evaporative condensers) shall be such the following chemicals or physical factors or conditions will exist in the water.

a. The corrosion inhibitor shall be for use in open recirculating cooling water systems and shall provide corrosion protection in the temperature range of +50F to +180F.

b. The corrosion inhibitor shall contain no phosphorous, chromium, nitrite or boron based compounds. (The corrosion and scale inhibitor product to be applied in such a way as to provide less than 5ppm moly date and less than 5ppm complex phosphate compound).

c. The corrosion inhibitor shall reduce corrosion losses on steel and copper to a rate of 1.25 mils per year or less over a temperature range of +50F to 180F. The above corrosion loss shall be verified through the use of vendor provided test coupons and coupon analysis.

d. The corrosion inhibitor shall be effective over the pH range of 6.5 to 8.0.

e. The corrosion inhibitor shall have dispersant and antifoulant activity with the ability to hold existing particles of airborne dust and carbon in suspension and cause any present deposits of like material to go into suspension.

f. The corrosion inhibitor shall not cause skin irritation or generate toxic fumes under storage or use conditions.

g. The corrosion inhibitor shall be compatible with all organic non-phenolic antifoulant and icrobiocides.

h. The corrosion inhibitor shall create no pollution problems, in respect to chromate or phosphate in use of disposal.

i. The concentration of corrosion inhibitor required to meet all the above specifications shall not exceed 80ppm by weight.

j. Biocide will be fed not less than once per week to control algae and slime in the cooling tower and condenser water circuit.

2.32.15 All chemicals shall be delivered in commercial acceptable containers.

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

2.33 **PIGEONS**

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

2.34 **RESPONSIBILITY OF THE FREE LIBRARY'S ENGINEER**

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

2.35 **FREE LIBRARY BRANCHES CLOSINGS**

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

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

2.36.1 Monthly Maintenance charge for various Free Library Branch Locations as listed in Section 5, paragraphs 5.1.1 through 5.1.51.

2.36.2 Repair Service which are authorized and approved under "Extra Payments" as described in paragraphs 2.14 through 2.14.2.

26002 021 000
2.36.2.1 Labor Rate Hourly, (HR).

26002 022
2.36.2.2 Parts Used in Repair-stated as a percentage mark-up to vendor's cost (not to be more than 10% above vendor's cost and supported by vendor's invoice), Lot (LO).

2.36.3 If equipment is to be disabled for more than 7 days while repairs or maintenance is performed to the cooling or heating system, vendor shall provide equipment to temporarily heat or cool the affected location. Vendor SHALL BE REIMBURSED BY THE CITY AT VENDOR'S RENTAL 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. Under no circumstances shall the City pay for any rental of equipment which does not provide cooling or heating as indicated. In no case shall equipment rental cost exceed the actual rental cost from the supplier + 5%. No overhead, expenses, etc. shall apply to the equipment rental costs.

The equipment shall be a 100% outside air unit which can be powered by the branch building's electrical system.

2.37 **WARRANTY**

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

2.38 **DELIVERY LOCATIONS**

2.38.1 Established service sites and telephone numbers are listed under paragraph 1.11.2 of this Invitation and Bid.

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

BIDDER TO COMPLETE SECTION 5, "TYPE OF TRANSPORT".

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 Bid may be disqualified if they are deemed to be non-responsive without notice. Any and all decisions regarding responsiveness are final and are not appealable. A bid may be deemed non-responsive for any of the following:

(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)

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 "SS&E Terms and Conditions of Bidding and Contract".

3.2 **AWARD:**

3.2.1 This Invitation and Bid shall be awarded to the lowest responsive and responsible bidder(s) by region. Bidder (s) must bid all library branches within a region to be eligible for award of that region. The City reserves the right to award to no more than two (2) regions to one bidder.

3.2.2 **EVALUATION AND AWARD**

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

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

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

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

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

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

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

(i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

(ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

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

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

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

3.2.4 **INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 15 of the "SS&E 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 successful 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.

3.2.5 **PERFORMANCE SECURITY**

In this bid, Performance Security in the amount of $25.00 is required as outlined in paragraph 13 of "SS&E Terms and Conditions of Bidding and Contract" if the award amount is $500,000 or less.

Any applicable, performance security shall be required for any subsequent renewal periods.

Or

For the purposes of this bid only, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City in the amount of 100% of the contract total if the awarded total is greater than $500,000.00.

SECTION 4: CONTRACT MANAGEMENT

4.1 **CITY OF PHILADELPHIA RESPONSIBILITY**

4.1.1 **Order against Contracts**

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

4.1.2 Invoices shall be submitted after delivery and acceptance of the Product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information as specified in Section 4.2.10.

This is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.10 will be rejected for correction.

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

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

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

4.2 **VENDOR RESPONSIBILITY**

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

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

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

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

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

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

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

4.2.7 **Invoices/Receipts**

4.2.7.1 Successful bidder(s) agrees not to invoice more than once per month per purchase order.

4.2.7.2 For Time and Material type invoices it is typically necessary to submit two (2) separate invoices – one for labor expenses and one for parts. If two (2) invoices are required, there will be two (2) different purchase orders also. The City recommends that such Time and Material invoices have the same invoice number but different suffixes (e.g. 1234L (labor) and 1234P (Parts)). Supporting Work Orders with the signature and payroll ID number of the authorized/designated City personnel must be included.

4.2.7.3 Invoices should be sent in triplicate to each ordering department: One (1) original and two (2) carbon copies of fully itemized invoices (no photostat copies). Failure to submit invoices in the form noted below will cause a delay in payment.

(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.
(f) For Time and Material type invoices see 4.2.12.2 above.

4.2.8 **VIOLATION OF CONTRACT**

Any occurrences, incidents, deficiencies, violations or omissions of the work delineated in this Invitation and Bid shall be defined by the City as a violation of the contract by the Contractor. These deficiencies shall not be limited to those listed in the below paragraphs:

(a) Abandonment of the work assigned or if the time schedule as defined between the Philadelphia Free

Library Building Superintendent and the Contractor prior to the initiation of work is exceeded or negligence or failure to prosecute the work with promptness and diligence,

(b) Refusal and negligence to furnish and supply sufficient/properly skilled workmen, equipment and materials,

(c) Improper, careless execution of any of the work or to conduct their services in bad faith, shall constitute default in the performance of the contract. The Free Library Building Superintendent may notify the Contractor in writing to remedy these deficiencies and require the Contractor to comply with the terms, conditions and provisions of the contract;

The above general defined deficiencies or incidents are defined as <u>any</u> deficiency in work performance or failure to comply with the specifications of the contract on a per occurrence basis.

4.2.9 **<u>Liquidated Damages:</u>**
Failure to complete the scheduled work or work performed in non-unsatisfactory manner, and/or having less than the minimum staffing level, will be subject to a credit assessment and/or non-payment for work not performed as specified. Credit assessments shall be in the amount of three hundred twenty-five dollars ($325.00) per each occurrence and/or for each employee below the minimum staffing. The credit assessments shall be deducted from the successful bidder's monthly bill.

The successful bidder will receive written notification of non-performance and/or failure to provide minimum staff by the Philadelphia Free Library Building Superintendent and shall clearly note deductions on invoice submittals. Repeated acts or omissions which result in non-payment or credit assessments under this paragraph or any other provision of this contract shall be sufficient cause for the City, at its option, to declare the Contractor in default and exercise all available rights and remedies.

4.2.9.1 In the event of the occurrences below, events or omissions, the City shall impose an additional charge upon the vendor, liquidated damages of $325.00 for <u>each</u> event, incident or omission per day until such actions are remedied by the vendor:

(i) Failure to provide all equipment, materials and parts necessary for the performance of the work.

4.2.10 **Approval of Work:**
All completed work shall be approved by the ordering department prior to approval for payment.

Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor.

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

4.2.11 At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.

4.3 **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 applicant craft, trade, or industry in the Philadelphia area on the date these specifications are issued.

b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.

c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.

d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment.

The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.

e. All contractors and subcontractors performing city-work shall automatically file with the Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.

f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the 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) 686-420/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE

CITY OF PHILADELPHIA

Prevailing Wage Rate Schedule
HVAC

CLASSIFICATION	Base Rate	Fringe Benefits
Steamfitters: (service only)		
(a) Over 1,000,000 BTU's	**$51.18**	**$30.38**
(b) Less than 1,000,000 BTU's	**$39.59**	**$26.22**

Notes of Interest:

(1) Prior to employing apprentices, the contractor is required to provide written evidence of employee's registration with a statewide training program recognized by the U.S. Bureau of Apprenticeship and training (BAT). Contractor shall forward proper documentation for each bona fide apprentice to:

(2) Contractors are advised to contact the Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.

Philadelphia Procurement Department
Municipal Services Building
1401 J.F.K. Boulevard – 1st Floor
Philadelphia, PA 19102-1670
Telephone Numbers: (215) 686-4705/21
Fax Number: (215) 686-4767

4.4 **PRICE INCREASE/DECREASE LANGUAGE**

Vendor shall provide **Monthly Maintenance HVAC Systems for Library Branches** at the prices set forth in Section 5 for the first contract period 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 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 letter by the city;

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.**

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

SECTION 5: PRICING
(PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES)

Unit pricing quoted below will prevail in case of any discrepancy(ies) between unit price and the extended amount and will be the determining factor in establishing applicable contract amount(s)/award.

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

NORTHEAST REGION BRANCHES		QTY	UNIT PRICE	UNIT PRICE	EXTENDED
5.1.1	**26002 007 012** BUSHROD BRANCH	12	MO	$_____	$_____
5.1.2	**26002 007 013** BUSTLETON AVE. BR.	12	MO	$_____	$_____
5.1.3	**26002 007 019** FOX CHASE BR.	12	MO	$_____	$_____
5.1.4	**26002 007 020** FRANKFORD BR.	12	MO	$_____	$_____
5.1.5	**26002 007 024** HOLMESBURG BR.	12	MO	$_____	$_____
5.1.6	**26002 007 025** KATHERINE DREXEL	12	MO	$_____	$_____
5.1.7	**26002 007 027** LAWNCREST BR.	12	MO	$_____	$_____

		QTY	UNIT PRICE	UNIT PRICE	EXTENDED
5.1.8	**26002 007 050** NORTHEAST REG. BR.	12	MO	$_____	$_____
5.1.9	**26002 007 041** TACONY BR.	12	MO	$_____	$_____
5.1.10	**26002 007 042** TORRESDALE BR.	12	MO	$_____	$_____
5.1.11	**26002 007 045** WELSH ROAD BR.	12	MO	$_____	$_____

Extended Total Bid Amount **$_____**
(Unit Price X Quantity for all Northeast Region Branches)

NORTHWEST REGION BRANCH

5.1.12	**26002 007 010** ANDORRA BRANCH	12	MO	$_____	$_____
5.1.13	**26002 007 051** COLEMAN/NORTHWEST REGIONAL BR.	12	MO	$_____	$_____
5.1.14	**26002 007 015** CHESTNUT HILL BR.	12	MO	$_____	$_____
5.1.15	**26002 007 017** FALLS OF SCHUYKILL	12	MO	$_____	$_____
5.1.16	**26002 007 022** GREATER OLNEY BR.	12	MO	$_____	$_____
5.1.17	**26002 007 029** LOGAN BRANCH	12	MO	$_____	$_____
5.1.18	**26002 007 030** LOVETT MEMORIAL BR.	12	MO	$_____	$_____
5.1.19	**26002 007 054** OAK LANE BR.	12	MO	$_____	$_____
5.1.20	**26002 007 055** OGONTZ BRANCH	12	MO	$_____	$_____

		QTY	UNIT PRICE	UNIT PRICE	EXTENDED
5.1.21	**26002 007 038** ROXBOROUGH BR.	12	MO	$_____	$_____
5.1.22	**26002 007 043** WADSWORTH AVE. BR.	12	MO	$_____	$_____
5.1.23	**26002 007 046** WEST OAK LANE BR.	12	MO	$_____	$_____

Extended Total Bid Amount **$_____**
(Unit Price X Quantity for all Northwest Region Branches

CENTRAL REGION BRANCHES		QTY	UNIT PRICE	UNIT PRICE	EXTENDED
5.1.24	**26002 007 014** CECIL B. MOORE BR.	12	MO	$_____	$_____
5.1.25	**26002 007 059** HADDINGTON BRANCH	12	MO	$_____	$_____
5.1.26	**26002 007 023** HAVERFORD AVE. BR.	12	MO	$_____	$_____
5.1.27	**26002 007 018** FISHTOWN COMMUNITY	12	MO	$_____	$_____
5.1.28	**26002 007 026** KENSINGTON BRANCH	12	MO	$_____	$_____
5.1.29	**26002 007 028** LEHIGH AVENUE BR. (LILLIAN MARRERO)	12	MO	$_____	$_____
5.1.30	**26002 007 031** MANTUA BRANCH/ CHARLES DURHAM	12	MO	$_____	$_____
5.1.31	**26002 007 052** MCPHERSON SQ. BR.	12	MO	$_____	$_____
5.1.32	**26002 007 053** NICETOWN -TIOGA BR.	12	MO	$_____	$_____
5.1.33	**26002 007 056** OVERBROOK PARK BR.	12	MO	$_____	$_____

		QTY	UNIT PRICE	UNIT PRICE	EXTENDED
5.1.34	**26002 007 035** RAMONITA G. DE RODRIGUEZ	12	MO	$_____	$_____
5.1.35	**26002 007 036** RICHMOND BRANCH	12	MO	$_____	$_____
5.1.36	**26002 007 048** WIDENER BRANCH	12	MO	$_____	$_____
5.1.37	**26002 007 049** WYNNEFIELD BRANCH	12	MO	$_____	$_____
5.1.38	**26002 007 061** WYOMING BRANCH	12	MO	$_____	$_____

Extended Total Bid Amount **$_____**
(Unit Price X Quantity for all Central Region Branches)

SOUTH REGION BRANCHES		QTY	UNIT PRICE	UNIT PRICE	EXTENDED
5.1.39	**26002 007 016** EASTWICK BRANCH	12	MO	$_____	$_____
5.1.40	**26002 007 032** THOMAS F. DONTUCCI, SR	12	MO	$_____	$_____
5.1.41	**26002 007 060** KINGSESSING BR.	12	MO	$_____	$_____
5.1.42	**26002 007 011** BLANCH A. NIXON BR.	12	MO	$_____	$_____
5.1.43	**26002 007 034** QUEEN MEMORIAL LIBRARY	12	MO	$_____	$_____
5.1.44	**26002 007 057** PASCHALVILLE BRANCH	12	MO	$_____	$_____

		QTY	UNIT PRICE	UNIT PRICE	EXTENDED
5.1.45	**26002-007-068** PHILA. CITY INSTITUTE BR.	12	MO	$_____	$_____
5.1.46	**26002-007-069** REGIONAL OPS CTR BR.	12	MO	$_____	$_____
5.1.47	**26002 007 037** RITNER CHILDRENS BRANCH/FUMO FAMILY	12	MO	$_____	$_____
5.1.48	**26002 007 040** CHARLES SANTORE	12	MO	$_____	$_____
5.1.49	**26002 007 044** WALNUT STREET WEST	12	MO	$_____	$_____
5.1.50	**26002 007 058** LUCIEN E. BLACKWELL/ WEST PHILA. REGIONAL	12	MO	$_____	$_____
5.1.51	**26002 007 047** WHITMAN BRANCH	12	MO	$_____	$_____

Extended Total Bid Amount **$_____**
Unit Price X Quantity for all South Region Branches)

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

5.2.1	**26002 021 000** Labor Rate Hourly, (HR).	1,100	HR	$_____	$_____

26002 022

5.2.2 **Parts Used in Repairs**

PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) +10% MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier +10%. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

Estimated Expenditures for Parts: $100,000.00

5.2.3 Equipment rental, to be provided to temporarily heat or cool affected location while repairs or maintenance is performed. Equipment shall be a 100% outside air unit which can be powered by the branch building's electrical system. SHALL BE REIMBURSED BY THE CITY AT VENDOR'S RENTAL 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. Under no circumstances shall the City pay for any rental of equipment which does not provide cooling or heating as indicated. No overhead, expenses, etc. shall apply to the equipment rental costs.

Unit of Measure: LOT (LO)
Estimated Expenditures: $10,000.00

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

MUST BID ON ALL ITEMS WITIN A REGION (S) TO BE ELIGIBLE FOR AWARD.

FOR ALL BIDS FOR PRODUCT(S), SUPPLIES AND/OR PARTS ADD THE FOLLOWING:

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 SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

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
---	---	---	---
---	---	---	---
---	---	---	---
---	---	---	---

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

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

Bidder's Name: _____Bid Number:_____

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

Disclosure of Women as Board Members and Executive Staff

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

1. Current percentage of female executive officers in bidder's company: ☐

2. Current percentage of women on the executive board of the bidder's company: ☐

3. Current percentage of women on the full board of the bidder's company: ☐

Aspirational Goals for Women as Board Members and Executive Staff

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

1. Percentage goal for female executive officers in bidder's company: ☐

2. Percentage goal for women on the executive board of the bidder's company: ☐

3. Percentage goal of women on the full board of the bidder's company: ☐

Identify Below Any Efforts to Achieve the Aforementioned Goals:

_____ _____

Authorized Signature Date

_____

Print Name and Title

Revised 7.1.14

BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES[1]

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

- ☐ Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.

- ☐ Bids and pricing must be in **ink or typed** and on City issued form(s). Faxed bids will not be accepted.

- ☐ The Invitation and Bid may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include **exhibits, drawings, attached specifications, attached documents, etc.** Applicable documents may be obtained by contacting Procurement Customer Service at bid.info@phila.gov.

- ☐ Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.

- ☐ If applicable, sign and return all addenda.

- ☐ All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening**.** Bids that are not in the bid box prior to the bid opening may be disqualified.

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

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

- ☐ **Annual Bid Security Program Fee:** You must enroll and pay the non-refundable Annual Bid Security Program fee. Refer to Section 1 of the bid and Paragraph 2 of the SS&E Terms and Conditions of Bidding and Contract.

  > **2. BID SECURITY.**
  > All bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in order to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

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

---

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

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

> **3. BID PROCESSING FEE.**
> In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of $25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

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

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

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

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

☐ **Bid Evaluation and Award:** If the bid is going to be awarded as a whole, you must bid on all items for the bid to be consider responsive. See Section 3 of the Invitation and Bid.

☐ If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.

☐ Do not submit any counter terms or conditions. **Your bid may be rejected**.

☐ Please double check all mathematical calculations for errors.

If you have questions, please contact Procurement Customer Service at bid.info@phila.gov.

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

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

Mary E. Stitt
Procurement Commissioner

IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!

City of Philadelphia Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids
Period of Coverage: July 1, 2015 – June 30, 2016

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

Dear Vendor:

The City of Philadelphia announces the City's Annual Bid Security Program for fiscal year 2016. The Annual Bid Security Program continues to have a reduced non-refundable fee of **$100.00** and covers the time period from July 1, 2015 to June 30, 2016. Coverage begins from the date of enrollment and payment until June 30, 2016. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program**. All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2015 to June 30, 2016**, complete this registration form and return the form with the non-refundable fee of **$100.00** in the form of a company check, certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of "**The City of Philadelphia**". To clarify the precise use of the payment, enter the words "**Annual Bid Security Program FY2015**" on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of "Annual Bid Security Program FY2016" at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order**.**

For additional information or inquiries regarding this program, please contact Procurement Customer Service at bid.info@phila.gov.

Forward payment along with this registration form to:

ANNUAL BID SECURITY PROGRAM FY2016
Procurement Department
1401 JFK Boulevard, 170A
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ **E-mail Address:** _____

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

Make all payments to "The City of Philadelphia" in the amount of **$100.00**, for "**Annual Bid Security Program FY2016**".

☐**Certified Check** ☐**Cashier's Check** ☐**Treasurer's Check** ☐**Bank Money Order** ☐**USPS Money Order**

☐**Company Check (Only if Prior to Bid Opening)** **(NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED)**

Rcvd. ___/___/___ Pymt. Type _____ Ck.# _____

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

1. **AFTER THE DELIVERY OR SERVICES HAS BEEN COMPLETED YOU MUST SUBMIT THREE (3) COPIES OF AN INVOICE FOR PAYMENT TO THE RECEIVING DEPARTMENT LISTED ON THE PURCHASE ORDER.**

2. **THE INVOICE MUST CORRECTLY REFERENCE THE PURCHASE ORDER NUMBER, THE VENDOR NAME, ADDRESS AND FEDERAL EMPLOYER IDENTIFICATION NUMBER.**

3. **CHECKS WILL ONLY BE MADE PAYABLE TO THE COMPANY NAME AS SHOWN ON THE PURCHASE ORDER, THE INVOICE MUST REFLECT THIS SAME COMPANY NAME AS THE "PAY TO".**

4. **THE INVOICE MUST SHOW THE QUANTITY AND TYPE OF ITEM OR SERVICE AND THE PRICE.**

5. **THE UNIT OF PURCHASE ON THE INVOICE MUST AGREE WITH THE UNIT CITED ON THE PURCHASE ORDER. REFERENCE TO THE SPECIFIC LINE ITEM IS HELPFUL.**

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

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

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

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

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

Mary E. Stitt
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.

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

PROCUREMENT DEPARTMENT
Customer Service Unit

This Is Not A Right To Know Request.

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

ATTENTION VENDORS

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

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

Enclose the following items:

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

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

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

BID RESULTS REQUEST FORM

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

BID SUBMISSION

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

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

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

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

4. SPECIFICATIONS.
When a specification is issued in connection with the Invitation and Bid, no deviation will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with reference information concerning the style, type or kind of article and /or service desired. A bidder may offer an article, service and/or equipment, which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical supporting documentation) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better.

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

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

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

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

*Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. 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 or that a waiver of the non-responsiveness is otherwise permitted by the Invitation and Bid by these Terms and Conditions of Bidding and Contract or by law. The Procurement Department's determination of non-responsiveness shall be final and any bid rejected as non-responsive shall not be eligible for award of the Contract.

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

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

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

ii. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

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

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

v. Execution of the Contract by the Procurement Commissioner.

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

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

i. Workers' Compensation – Statutory limits

ii. Employers Liability - $100,000 Each Accident – Bodily Injury by Accident; $100,000 Each Employee – Bodily Injury by Disease; $500,000 Policy Limit – Bodily Injury by Disease

iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

ii. Coverage: owned, non-owned and hired vehicles.

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

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

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

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

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

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

a. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

   i. Failure by Contractor to comply with any provision of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with "applicable law" as that term is defined in Paragraph 24.

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

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

   iv. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents or indictment or charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.

   v. Failure by Contractor to comply with Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans," or the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned business enterprises.

   vi. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Paragraph 13 above.

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

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

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

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

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

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

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

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

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

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

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

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

   i. Business Income and Receipts Tax
   ii. Net Profits Tax
   iii. City Wage Tax

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS.

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

25. NONDISCRIMINATION.

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

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

26. ETHICS REQUIREMENTS.

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

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

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

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

27. NORTHERN IRELAND, IRAN or SUDAN.

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

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

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

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

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

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

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

   (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

   (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

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

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

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

29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be $10.88 per hour; on January 1, 2015, the minimum wage shall be $12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.* Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid. Accordingly, Contractor by submission of its Bid, acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City, at its request, all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.

b. The following services require the payment of prevailing wages and submission of certified payroll records under Philadelphia Code Section 17-107 for compensation that exceeds $200,000.: landscaping; building care and maintenance; custodial/janitorial housekeeping; security guard service; demolition; snow removal; stucco; roof capping; furniture moving; locking systems and repairs; mechanical/HVAC maintenance and repairs; elevators, escalators, and electrical maintenance and repair, and subcontracts of all or a portion of such contracts. In addition, building service contracts for compensation exceeding $100,000. are also subject to Section 17-107.

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

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

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

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

32. **Protected Health Information.**

(a) The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA ("Covered Components"). The Covered Components of the City as of August 1, 2013 include: Ambulatory Health Services, a unit of the Philadelphia Department of Public Health ("PDPH"); the Office of Behavioral Health and Intellectual Disability Services; the Philadelphia Nursing Home (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Philadelphia Public Health Laboratory (a unit of PDPH). This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Paragraph 32.

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

SIGNING OF BIDS

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

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

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

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

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

This _____day of_____20

(Signature of Owner, Partner)	**(Type or Print Name and Title)**
(Business Name of Bidder)	
(Address, including Zip Code)	**(Telephone Number, including Area Code)**

If the bidder is a CORPORATION, date and sign the bid here with original signatures, in ink, by (a) President or Vice President of the Corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the Corporation; and (c) affix the seal of the Corporation. If the form is <u>not</u> 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)**