

BID OPENING DATE AND TIME

ON: November 18, 2010

AT: 10:30 A.M.

BID NO. S1WJ7700	PAGE 1 OF 49	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNIED BIDS WILL NOT BE ACCEPTED.
DEPARTMENT Free Library of Phila. DIVISION Buildings Dept.			NAME AND ADDRESS OF FIRM
AWARDED			Federal EIN/Social Security Number
DATE FOR THE PROCUREMENT COMMISSIONER			BUYER: D. Yonke W. Chan

TITLE OF BID: MONTHLY MAINTENANCE OF CENTRAL LIBRARY HVAC SYSTEM

Commerce Department-Office of Economic Development (OEO)
Anti-Discrimination Policy
Executive Order 02-05 – Bidder Requirements

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order, policy and guidelines as attached. Specific instructions must be adhered to, and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder.

Participation Ranges

M-BE: 20 % to 25%
 W-BE: 10% to 15 %
 DS-BE: BEST EFFORTS

Any and all questions about Executive Order 02-05 and bidder compliance should be directed to the Commerce Department Office of Economic Opportunity (OEO) office at (215) 686- 6232.

BID QUESTIONS

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

For City Use Only

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

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

Under the authority of Executive Orders No. 02-05, as reauthorized, and 14-08, 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 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the 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").

The Office of Economic Opportunity has approved the following projected ranges of participation for this Bid which serve as a guide in determining each bidder's responsibility:

MBE 20% -25%
WBE 10% -15%
DSBE BEST EFFORTS

These ranges represent the percentage of MBE, WBE, DBE¹ and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract,

¹ "DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oEO/directory.

If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited

²A list of "OEO approved certifying agencies" can be found at www.phila.gov/oEO

towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A Bid responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Bidder on the contract, if awarded; where the Bid satisfies the M/W/DSBE participation ranges for that contract, the Bidder is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Bidders must submit documentary evidence of MBEs, WBEs and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the Bid as nonresponsive, although the City, at its sole discretion, may allow Bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Bidders should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The bidder's listing of a commitment with an M/W/DSBE constitutes a representation that the Bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the Bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Bidder does not fully meet each of the range(s) for participation established for this Bid, Bidder must explain what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive, although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.
- Provide list of all certifying directories used to solicit participation for this Bid.
- Provide any additional evidence pertinent to Bidder's conduct relating to this Bid including sufficient evidence which demonstrates to the OEO that Bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Bidder's efforts to achieve participation within the ranges, Bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

The bidder's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract

and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the bidder's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the bid is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his/her designee whose decision shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The Successful Bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the Successful Bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the Bid except such rights or remedies that the

M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Procurement Commissioner the imposition of sanctions on the Bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Bidder's place of business and/or job site and obtain documents, such as quotations, and information from any Bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain a Bidder's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The Successful Bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The Successful Bidder agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The Successful Bidder's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend/Debar the Successful Bidder from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment

shortfall. (NOTE: The “total dollar amount of the contract” shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the “total dollar amount of the contract” shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City’s failure to enforce any provision or the City’s indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City’s rights in connection with any contract resulting from this Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises		DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)	
Bid Number: _____		Bid Opening Date: _____	
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			
Company Name		Commitment Made Yes (If Yes, give date) NO	
Address			
Contact Person			
Telephone Number		Amount Committed To Dollar Amount	
Fax Number		\$	
Email Address		Percent of Total Bid	
OEO REGISTRY #		%	
CERTIFYING AGENCY			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			
Company Name		Commitment Made Yes (If Yes, give date) NO	
Address			
Contact Person			
Telephone Number		Amount Committed To Dollar Amount	
Fax Number		\$	
Email Address		Percent of Total Bid	
OEO REGISTRY #		%	
CERTIFYING AGENCY			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			
Company Name		Commitment Made Yes (If Yes, give date) NO	
Address			
Contact Person			
Telephone Number		Amount Committed To Dollar Amount	
Fax Number		\$	
Email Address		Percent of Total Bid	
OEO REGISTRY #		%	
CERTIFYING AGENCY			

1. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
 2. Attach all quotations to this form.
 09/2010

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 2 49
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: MONTHLY MAINTENANCE OF CENTRAL LIBRARY HVAC SYSTEM

1.2 CONTRACT TERM: 02/01/2011 to 01/31/2012 ("Initial Term"), with an option to renew for up to three(3) additional one (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

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

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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 3 49
		FIRM NAME (Must be filled in)	

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:

- 1.5.1 It is the intent of the City of Philadelphia to make an award for Monthly Maintenance of Central Library HVAC System for the Free Library of Philadelphia as specified herein during the contract period.

1.6 BID SECURITY

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

All bids submitted with a total greater than \$30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program (July 1, 2010 to June 30, 2012) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 4 49
		FIRM NAME (Must be filled in)	

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

1.6.2 **Bids Opening July 1, 2010 through June 30, 2012**

Bidders may qualify for the Master Bid Security Program described above for **(July 1, 2010 - June 30, 2012)** by submitting a check in the amount of **\$175.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

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

1.7 BID INFORMATION:

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

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

1.8 BID SUBMISSION:

1.8.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.

1.8.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.

1.8.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.

1.8.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 5 49
		FIRM NAME (Must be filled in)	

1.8.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

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

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

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

Prime or subcontractor's LBE Certification Number_____

If applicable:

Subcontractor's Name_____

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 6 49
		FIRM NAME (Must be filled in)	

1.8.7 **BID PROCESSING FEE:**

All bids submitted where the bid total is greater than \$30,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract".

1.8.8 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "Commerce Department Office of Economic Opportunity (OEO)" Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 02-05".

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 7 49
		FIRM NAME (Must be filled in)	

1.8.10 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 _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 8 49
		FIRM NAME (Must be filled in)	

1.8.11 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 calling (215) 686-4720 or 4721, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. Questions, whether written, phoned or faxed should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. Exceptions taken **DO NOT** obligate the City to change the specifications.

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

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 bidders ability to perform on a contract of this size and scope.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 9 49
		FIRM NAME (Must be filled in)	

SECTION 1:

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

Firm Name: _____

Contact Name: _____

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: _____

Phone No.: _____

PO#/Contract#: _____

Items: _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 10 49
		FIRM NAME (Must be filled in)	

1.11 SITE INSPECTION

Bidder is responsible for examining prior to bid submission, in detail the site(s) of the work to be done, shall acquaint himself with conditions affecting the work, and if applicable, shall take his own measurements for which he will be held responsible. The bid shall be prepared with due regard to the conditions existing or to be anticipated at the site(s) of the work.

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 CERTIFICATION

BID NO. **S1WJ7700**

(TO BE SUBMITTED WITH BID PACKAGE)

Vendor must contact Mitch Partovi at 215-686-5381, to make arrangements to visit the site for inspection.

This form MUST be signed and dated by a representative of Central Free Library Buildings Department to certify that the below vendor inspected the area as per specifications.

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____

CITY REPRESENTATIVE:

DEPT.: _____

NAME: _____

SIGNATURE: _____

DATE: _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 11 49
		FIRM NAME (Must be filled in)	

SECTION 2: ITEM REQUIREMENTS AND SPECIFICATIONS

The successful bidder shall be required to supply the **City of Philadelphia's Central Library Main Branch** with **MAINTENANCE OF HVAC SYSTEMS** as listed in Sections 2 and 5 of this Invitation and Bid.

**2.1 26002 030
PROJECT DESCRIPTION:**

This specification covers the requirements for the maintenance, service, repairs and replacements to be furnished to all the Automatic Temperature Control, American Automatrix, Inc. (ATC System) including the independent DX systems for the Computer Room and the Rare Books Department; Environmental Control Systems; Water Treatment Systems; domestic hot water generation system; Filter Systems; the entire HVAC System including the two (2) Westinghouse Chillers; the Emergency Generator System; Exhaust System; the Building Fire and Security Systems in the Central (Main) Library, 1901 Vine Street. The successful bidder shall furnish any and all labor, parts, tools, materials and equipment necessary to provide inspection, repair service and complete preventive maintenance of the above mentioned systems and any systems mentioned hereafter.

2.2 INTENT:

The intent of this contract is to remove any and all maintenance, repair, service and replacement responsibilities for the entire HVAC system in the Central Library from The Free Library. The successful bidder shall provide to the Central Library all parts, labor, materials and services required to repair, replace or maintain any equipment or system mentioned in the section titled "Covered Equipment and Systems." Some equipment and or systems are now in a deteriorated condition and immediate repairs or placement will be required. During the life of this contract some equipment, including major items specifically including, but not limited to, the two (2) Westinghouse chillers, fan coil units, pumps and motors, etc. may fail beyond repair.

These failed units must be repaired or replaced by the successful bidder with new units meeting the original manufacturer's specifications and approved by the Central Library's Manager Buildings Department or his designee at no cost above the awarded contract amount to the Central Library. In other words this contract is intended to be "all inclusive: with no additional charges for any material, labor, or equipment which may be required to repair or replace any existing equipment, system or sub-assembly.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 12 49
		FIRM NAME (Must be filled in)	

2.3 SCOPE OF WORK:

The work to be performed by the successful bidder under this specification shall consist of the hereinafter specified inspection and maintenance services. The work items required by this specification shall include the items listed below or elsewhere in this specification. 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 in this specification. The minimum requirements include, but are not limited to the maintenance, repair or performance of the following items which are listed below. Each of the following items is detailed in the specification paragraph 2.10 "Specific Requirements."

- 2.3.1 EMERGENCY SERVICE
- 2.3.2 EQUIPMENT INSPECTION
- 2.3.3 PREVENTIVE MAINTENANCE
- 2.3.4 COOLING TOWER, ASSOCIATED PUMPS AND PIPING
- 2.3.5 CHILLERS
- 2.3.6 AIR HANDLING SYSTEMS (VAV AND CAV)
- 2.3.7 COMPUTER ROOM, SKYLINE ROOM & MONTGOMERY AUDITORIUM
AIR-CONDITIONING SYSTEMS
- 2.3.8 STEAM HEATING SYSTEM
- 2.3.9 ELECTRICAL WIRING
- 2.3.10 AUTOMATIC CONTROL SYSTEM
- 2.3.11 EMERGENCY GENERATOR
- 2.3.12 WATER TREATMENT
- 2.3.13 FIRE AND SECURITY ALARM SYSTEM
- 2.3.14 SEWAGE EJECTORS AND ASSOCIATED COMPRESSORS
- 2.3.15 DOMESTIC WATER PUMPS
- 2.3.16 RARE BOOKS DEPARTMENT

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 13 49
		FIRM NAME (Must be filled in)	

2.4 LAWS, PERMITS AND REGULATIONS:

2.4.1 The successful bidder shall conform to all the "American National Standard Safety Code" requirements for maintenance and inspection. The successful bidder must comply with the regulations set down by 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.

2.4.2 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.

2.5 MAINTENANCE OF TELEPHONE SERVICE:

The successful bidder shall maintain a continuous telephone service in the 610 or 215 area codes where he/she can be reached twenty-four (24) hours a day, seven (7) days a week, Sundays and holidays included and shall list the names of two (2) 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.

VENDOR STATE PHONE NUMBER: () _____

CONTACT PERSON(S): _____

2.6 RECORDS AND REPORTING

2.6.1 The successful bidder's representative shall report to the Manager Buildings Department, (215) 686-5380, or his designated representative when he arrives for scheduled and/or emergency calls. A written service report shall be presented to the Buildings Maintenance Supervisor at the completion of any service. Service reports shall give the nature of the problem, problems encountered, means of repair, materials used and final operating condition.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 14 49
		FIRM NAME (Must be filled in)	

- 2.6.2 The successful bidder shall provide and keep current a suitable chart posted in the chiller room of the building on which entries shall be made to indicate the status of all servicing and maintenance work performed, and the time in man-hours. The successful bidder shall also submit by the 5th day of the month a written monthly report for the preceding month to the Manager Buildings Department indicating all work performed. The report shall catalog the work as maintenance, repairs, replacements or emergency call backs.
- 2.6.3 A detailed report of each inspection shall be issued to the Library. This report will include equipment log readings taken during inspection, condition of all equipment, recommended repairs and recommendations in reducing energy consumption where applicable.
- 2.6.4 All reports required by this specification shall be submitted no later than two weeks after the inspection or due date given by Mitch Partovi. The bimonthly report, and the chiller report shall be bound and titled.

2.7 INSPECTION AND TESTS BY THE CITY

- 2.7.1 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 successful bidder place the equipment in condition to meet with these requirements.
- 2.7.2 If the successful bidder fails to comply with such demands, within one week from the request, the City may by written notice to the successful bidder, terminate his right to proceed further with the work. In such event, the City may take over the work and prosecute it to completion, by contract or otherwise, and the successful bidder and his sureties (if any) shall be liable to the City for any excess cost occasioned the City thereby.

2.8 BASE BID ITEMS

- 2.8.1 All servicing, maintaining, testing, inspection, equipment replacement and any other requirement necessary to keep any system or equipment fully operational, whether specifically mentioned in this specification or not, shall be included in the base bid price. All parts and labor are included in the base bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 15 49
		FIRM NAME (Must be filled in)	

- 2.8.2 This is an all inclusive contract. No extra payments of any kind will be approved under any circumstances.
- 2.8.3 Some equipment covered in this contract may not be able to be repaired with easily obtainable parts. Some equipment or parts may no longer be available.
- 2.8.4 Modifications necessary to repair this equipment or replacement with a different manufacturer's equipment is specifically included in the base bid of this contract.
- 2.8.5 Should an entire air handling unit fail beyond repair, the vendor shall prepare a full report to the Manager Buildings Department detailing the failure and explaining why a repair is not possible. The City has the sole option to go out in the open market and request bids for this equipment replacement. In the event that the new replaced equipment is installed by another contractor, the contractor holding this contract will be responsible for dealing with all warranty issues and for maintaining this newly installed equipment according to the original manufacturer's specifications. Because newly installed equipment will require minimum repairs on equipment will be under warranty, the City will be entitled to a proportional monthly rebate to the pieces of equipment maintained. This rebate will be a mutually agreed amount between the Manager Buildings Department and the contractor; when the warranties on the newly installed equipment expire, the rebate will no longer apply.

2.9 CONTRACTOR'S INSTRUCTIONS

- 2.9.1 The successful bidder shall, at all times on this work, comply with the included "Instructions For Vendors Working in the Central Library, Logan Square", dated November 27, 1985, which is provided herewith as Attachment I.
- 2.9.2 Successful bidder must return Attachment I, completed with all required signatures, as part of contract conformance actions.

2.10 SPECIFIC REQUIREMENTS

2.10.1 Emergency Service

- 2.10.1.1 The successful bidder must respond to a request for emergency service 24 hours a day, 7 days a week, weekends and holidays, within four (4) hours after notification by telepho

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 16 49
		FIRM NAME (Must be filled in)	

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

2.10.1.3 Regular Working Hours:
Monday through Friday 7AM-3PM.

2.10.2 **Personnel**

2.10.2.1 Personnel assigned to perform any work related to this contract must be fully trained heating, ventilation and air conditioning certified mechanics. This applies to emergency calls or any other work to keep the system in first class operating condition. The use of insufficiently trained or apprentice personnel is not permitted.

2.10.2.2 **Comprehensive Inspections**

2.10.2.2.1 The successful bidder shall perform six (6) comprehensive system inspections during the year. Each inspection should be spaced approximately sixty (60) days apart. These inspections shall be in addition to the emergency and other inspection visits detailed above.

2.10.2.2.2 During each comprehensive inspection the successful bidder shall examine each component covered under this contract for proper operation. The successful bidder shall correct any deficiencies located. After each comprehensive inspection the successful bidder shall prepare a written report detailing the operational condition of each system covered by this specification, whether serviced or not. The report shall also specifically detail any deficiencies or defective equipment located and intended repair procedures. The report will be bound and submitted by the 5th of the month following the inspection.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT	BID NUMBER S1WJ7700	PAGE OF 17 49
	PHILADELPHIA, PA 19102 - 1685	FIRM NAME (Must be filled in)	

2.11 PREVENTIVE MAINTENANCE

2.11.1 The work described under the following paragraphs shall be performed by the successful bidder, 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 bidder shall familiarize himself with the various locations. The preventive maintenance outlined below are considered to be the minimum required. The successful bidder may choose to perform these operations or additional maintenance to protect against failure of a unit or system he is required to replace.

2.11.1.1 General

- 2.11.1.1.1 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.
- 2.11.1.1.2 Adjust and functionally clean all system components, motors, starters, valves, drives, control devices and accessories.
- 2.11.1.1.3 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 successful bidder 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. Major components, such as motors, coils, generator, engine pumps, starters, control valves, fan wheel compressor, etc., shall be replaced within a week of the successful bidder's notification of the failure.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 18 49
		FIRM NAME (Must be filled in)	

Various parts for the components, such as bearings, holding coils, water pump for engine, software for the computer, etc., shall be replaced within 2 days of the "breakdown". 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 the successful bidder's discretion; but, with the approval of the Head Buildings Supervisor or his representative. The successful bidder shall absorb the cost of any and all replacements.

- 2.11.1.1.4 All equipment shall be maintained in accordance with the recommendations of the equipment manufactures, as outlined in their respective maintenance and operation manuals.
- 2.11.1.1.5 Lubricate all moving parts, as required.
- 2.11.1.1.6 Check for refrigerant leaks, air leaks in ductwork, 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.
- 2.11.1.1.7 Keep the exterior of the machinery and any other parts of the equipment subject to rust, properly painted, and presentable at all times. Paint the equipment at least once during the term of the contract. Motor wirings and controller coils are to be periodically treated with proper insulating compound.
- 2.11.1.1.8 Provide seasonal start-up and shutdown inspection for equipment where applicable.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 19 49
		FIRM NAME (Must be filled in)	

- 2.11.1.1.9 Clean all strainers under the contract a minimum of four (4) times a year. Blow down above strainers a minimum of twice a month.
- 2.11.1.1.10 Adjust tension on all motor driven belts. Replace belts if necessary.
- 2.11.1.1.11 Check and adjust motor starter relays and contracts. Clean all motor housings. Insure that all indicating lamps and gages are properly operating at all times.
- 2.11.1.1.12 Maintain the electrical wiring, circuit breakers, switches and other electrical apparatus from the disconnect to the operating unit and maintain all control wiring under this contract.
- 2.11.1.1.13 Maintain the insulation on all the Piping and ductwork associated with this contract.
- 2.11.1.1.14 Clean all smoke detector heads yearly.

2.12 COOLING TOWER AND CONDENSER WATER PIPING SYSTEM

2.12.1 Cooling Tower Piping

- 2.12.1.1 Clean the Cooling Tower a minimum of (4) times during the cooling cycle. The initial cleaning will be before start-up in the Spring. The successful bidder shall make arrangement with the Library as to when the Cooling Tower (and chiller) can be shut down for the other three cleanings. The tower is an atmospheric "BAC" ejector type. During the cleaning, clean the tower strainer, clean each nozzle, clean the nozzle supply headers and hose down the tower and sump.
- 2.12.1.2 Continuously check the operation of the make-up water valve.
- 2.12.1.3 Maintain the Cooling Tower by checking the pressure readings at the tower strainer and blowing down the strainer at least twice a month.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 20 49
		FIRM NAME (Must be filled in)	

- 2.12.1.4 Winterize the Tower when the cooling season is over. Check and maintain the electrical heat tracing.
- 2.12.1.5 Paint the outside piping with two (2) coats of an epoxy paint during the first year of this contract, if deemed necessary by the Building Engineer.
- 2.12.1.6 Clean and maintain the dual strainers twice during the cooling cycle. Properly grease and oil these strainers while cleaning.
- 2.12.1.7 Service and maintain the two (2) condenser water pumps and motors as required. Replace packing seals, bearings, shaft, coupling, impeller when required. Repair or replace motors if failure occurs.
- 2.12.1.8 Repair any leaks which may develop in the system.
- 2.12.1.9 Check, 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.
- 2.12.1.10 When the Cooling Tower is inoperative during the winter months, the successful bidder 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.
- 2.12.1.11 Inspect and clean the tower spray orifices whenever the Building Superintendent requests or when operationally necessary due to high head pressures in the chillers. The successful bidder shall respond within four hours.
- 2.12.1.12 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 21 49
		FIRM NAME (Must be filled in)	

2.13.2 **Condenser Water Piping System**

- 2.13.2.1 Service and maintain the two (2) chilled water pumps and motors as require. Replace packing, seals, bearings, shaft, coupling, impeller when required. Repair of replace motors if failure occurs.
- 2.13.2.2 Repair any leaks which may develop in the system.
- 2.13.2.3 Check, service and maintain any thermometers, pressure gauges, flow switches, control sensing devices, valves, balancing valves, control valves, air vents.
- 2.13.2.4 Determine the water flow, temperatures, and level of heat exchange tube fouling, in the chiller (evaporator side), from analysis of available log readings taken during the inspection. Balance the water flow to the designed conditions.
- 2.13.2.5 Check and maintain in the expansion tanks, make-up water system, pressure regulator and back flow preventer.

2.14 **WESTINGHOUSE PE 063 CHILLERS**

- 2.14.1 Furnish all labor, parts supplies, equipment, and tests necessary to maintain, inspect, repair, and operate the two Westinghouse 250 ton centrifugal chillers. 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 successful bidder will take note of the insurance requirements for the two chillers as detailed in Section 3 of this Invitation and Bid titled "Required Additional Insurance". The successful bidder shall not sub-contract any work on the chillers except motor rewinding without prior approval from the Central Library's Professional Engineer.
- 2.14.2 The successful bidder 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. Successful bidder will be required to correct all deficiencies relating to the performance of this contract brought to his attention within six months after the termination of this contract at no additional expenses of the City.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 22 49
		FIRM NAME (Must be filled in)	

- 2.14.3 The successful bidder 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 Library's Building Engineer.
- 2.14.4 During the first winter maintenance, before the first cooling season the contractor shall perform an eddy current test on both chillers to determine the condition of the wall thickness of the tubes. A copy and a written analysis describing the testing procedure and results along with any recommended action to be taken in light of the test results will be submitted to the Building Engineer within two weeks of the perform of the eddy current test. The costs of this test are included in the base bid.
- 2.14.5 One acid cleaning of the chiller tubes shall be included in the contract cost. Acid cleaning will only be performed as a last resort and only upon prior approval of the Building Engineer.
- 2.14.6 Following is a detailed listing of the minimum contract requirements for the inspection and maintenance of the Central Library's chillers. Repair or replacement of damaged or failed parts, 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.
- 2.14.6.1 Spring Start Up (chiller units must be operational by April 15). Except the Computer Room AC system which operates year round.
- 2.14.6.1.1 Start and check purge operation.
- 2.14.6.1.2 Furnish and add refrigerant as found necessary at no additional cost to the City.
- 2.14.6.2 Check lubrication for correct temperature and pressure record.
- 2.14.6.3 Start machine
- 2.14.6.4 Check operation and cutout points of all safety controls and interlocks.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 23 49
		FIRM NAME (Must be filled in)	

- 2.14.6.5 Check operation of capacity control.
- 2.14.6.6 Optimize refrigerant charge.
- 2.14.6.7 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.
- 2.14.6.8 Log machine as follows and discuss with operating personnel. Log records must be available to the Building Engineer.
 - 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
- 2.14.6.9 Check condition and settings of panel controls, chilled water and condenser water pumps and pump motor starters, operating controls, safety controls thermometers, and gauges to insure optimum performance and reliability.
- 2.14.6.10 Determine level of heat exchange tube fouling from analysis of available log readings or readings taken during inspection.
- 2.14.6.11 Check proper operation of belts, pulleys, valves, and purge units of listed equipment.
- 2.14.6.12 Lubricate all moving parts, as required.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 24 49
		FIRM NAME (Must be filled in)	

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

2.14.6.14 Annual Maintenance - (Units must be operational through November 15).

NOTE: THIS SECTION, ANNUAL MAINTENANCE, MUST BE COMPLETED BETWEEN NOVEMBER 15 AND FEBRUARY 15 AND ALSO BEFORE THE SPRING START-UP OF THE FIRST CONTRACT YEAR.

2.14.6.14.1 **Compressor-Motor**

- a. Disassemble main and thrust bearing
- b. Disassemble motor end bearing
- c. Inspect main journal bearing
- d. Inspect thrust bearing
- e. Inspect thrust disc
- f. Inspect babbitted seal ring
- g. Inspect economize equalizing damper
- h. Inspect motor and bearing
- i. Inspect seal ring
- j. Record bearing clearances
- k. Record thrust clearances
- l. Replace Gask-O-Seal
- m. Replace felt rings
- n. Replace "O" rings
- o. Replace defective components
- p. Reassemble compressor and thrust bearings.
- q. Reassemble motor and bearings
- r. Check for oil leaks
- s. Check guide vane positioner operation
- t. Reinstall covers
- u. Check and record cut-in and cut-out points
- v. of oil heater and thermostat
- w. Check and record cut-in cut-out points of
- x. oil safety switch
- y. Drain compressor oil and dispose of the
- z. oil; replace oil
- aa. Disassemble oil filter
- bb. Clean oil solenoid strainer
- cc. Inspect internal wiring
- dd. Inspect for oil leaks
- ee. Recharge with fresh oil
- ff. Replace oil filter
- gg. Replace defective components where
- hh. applicable
- ii. Leak check unit

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 25 49
		FIRM NAME (Must be filled in)	

- jj. Compressor motor meggering (Once per year) (1)
Check polarization index at 500 volts over a ten
minute period.

2.14.6.14.2 **Purge**

- a. Remove cover
- b. Clean float chamber
- c. Clean sight glasses
- d. Clean orifice assembly
- e. Inspect float valve
- f. Inspect insulation
- g. Check pump assembly - replace purge pump.
- h. suction and exhaust valve reeds
- i. Check gauges
- j. Check solenoid valves.
- k. Check check valve
- l. Test and calibrate pressure gauges
- m. Replace float valve plunger and seat.
- n. Replace "O" rings
- o. Replace filter drier
- p. Replace defective components
- q. Tighten all fittings
- r. Protect against corrosion

2.14.6.14.3 **Starter** - Check and adjust the motor
starter relays and contacts.

- a. Disengage power
- b. Disconnect motor leads
- c. Re-energize power
- d. Check coil faces
- e. Check timing
- f. Check transfer timer
- g. Disengage power
- h. Inspect contracts
- i. Inspect arc shields
- j. Inspect linkages
- k. Inspect resistors
- l. Inspect capacitors
- m. Inspect transformers
- n. Inspect wire insulation
- o. Inspect fuses or heaters
- p. Inspect and tighten terminal connections
- q. Check dash dots
- r. Check terminals for corrosion and
overheating
- s. overheating
- t. Replace defective components

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 26 49
		FIRM NAME (Must be filled in)	

- u. Replace defective components
- v. Meggar motor cables
- w. Meggar oil pump motor

2.14.6.14.4 Controls

- a. Inspect physical condition
- b. Inspect linkages
- c. Inspect terminals
- d. Adjust temperature controls
- e. Adjust temperature controls
- f. Adjust flow controls
- g. Lubricate contacts
- h. Replace defective components

2.14.6.14.5 Condenser and Evaporator

- a. Remove water box covers
- b. Inspect tubes
- c. Inspect covers
- d. Inspect tube sheets
- e. Clean covers
- f. Clean tube sheets
- g. Brush tubes
- h. Replace division
- i. Replace defective components
- j. Reinstall covers
- k. Clean Condenser tubes
- l. Clean evaporator tubes

NOTE: TUBE CLEANING - AFTER SHUTDOWN, DURING THE WINTER SEASON, CLEAN BOTH THE EVAPORATOR AND CONDENSER TUBES BY MECHANICALLY PUSHING A BRUSH 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 27 49
		FIRM NAME (Must be filled in)	

2.14.6.14.6 **Cooler Maintenance**

- a. Remove insulation
- b. Remove water box covers
- c. Remove oil cooler-filter assembly
- d. Inspect covers for corrosion
- e. Inspect tubes for corrosion
- f. Inspect tubes sheets for corrosion
- g. Inspect low temperature cutout bulb
- h. Inspect flow switch paddle
- i. Clean refrigerant sight glasses
- j. Brush tubes
- k. Replace oil cooler/filter assembly
- l. Replace division plate gasket
- m. Replace gaskets
- n. Replace defective components
- o. Reinstall water box covers
- p. Reinstall installation

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

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

2.14.6.15.2 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
- i. temperature
- j. condenser water temperature in
- k. condenser water temperature out
- l. guide van position
- m. bearing temperature
- n. oil level
- o. oil reservoir temperature
- p. oil supply pressure
- r. electric motor amps.
- s. purge refrigerant level
- t. purge condenser pressure
- u. frequency of pump operation

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 28 49
		FIRM NAME (Must be filled in)	

- v. chiller operating efficiency BTU/KW
- x. check refrigerant charge
- y. check for high side leaks
- z. check purge operation
- aa. check operating controls
- bb. check lube system
- cc. check guide van operation
- dd. check starter operation
- ee. tighten couplings
- ff. tighten gasket flanges
- gg. calibrate safety controls (semi-annually)
- hh. Confirm control reaction
- ii. confirm control operation
- jj. prepare winter repair list (annually)
- kk. perform refrigerant analysis (annually)

2.14.6.16 **TESTS:**

Make acid test and spectrographic analysis of compressor motor oil twice during the cooling season. 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 Central Library.

2.15 **AIR HANDLING SYSTEMS (VAV and CAV)**

2.15.1 **Variable Air Volume HVAC Air Handling Units**

- 2.15.1.1 Maintain and service the entire variable air volume systems in the building. The systems consists of a vaneaxial supply and return air fans with controllable pitch and variable speeds, tubular return air fans, cooling and heating coils, filters, fan motors, starters and drives, Variable Air Volume Dampers in the ductwork.
- 2.15.1.2 Change the bag filters at least once a year and the roll type filter every six (6) months. Maintain and service the roll filter timers and filter gages.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 29 49
		FIRM NAME (Must be filled in)	

- 2.15.1.3 Clean and adjust supply and return air registers to insure proper air flow and air balance. Check, Service and maintain all the Variable Air Volume Dampers in the ductwork.
- 2.15.1.4 Adjust the controls in each system to the indicated design conditions. Replace any indicating lamps in the control panel or starter which are not operating.
- 2.15.1.5 Maintain and service the fan units. Check the bearings. Check the proper operation of the belts, pulleys and motors. Insure that the fans are operating at the correct speed for given conditions.
- 2.15.1.6 Clean inside of the units at least once a year. Clean drain pan and coils. Steam clean the coils if necessary.

2.15.2 **Constant Air Volume HVAC Systems**

- 2.15.2.1 The units for the "Rare Book" section, Cafeteria and the Executive Offices and Meeting Rooms are Constant water coils, centrifugal fans and the normal cartridge type filters.
- 2.15.2.2 Change these filters 4 times a year.
- 2.15.2.3 Clean and adjust the supply and return air registers to insure the proper air volume and air balance.
- 2.15.2.4 Check the proper operation of the fan belts, pulleys, bearings, motor, dampers, cooling coils, starters, indicating lamps, systems controls, etc.

2.15.3 **Miscellaneous Ventilating and Exhaust System**

- 2.15.3.1 Maintain, check and service the fan, fan motor, any dampers, fan bearings, drives, motor starters, louvers, ductwork, wiring controls, etc., for the following systems:
 - a. Pressurized Stairway System
 - b. Bathroom Exhaust System
 - c. Third Floor Storage Area Exhaust System
 - d. The East and West Basement Ventilation Systems
 - e. Fans in the Electrical Switch Gear Room.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 30 49
		FIRM NAME (Must be filled in)	

2.15.3.2 Maintain, check and service any fan system, air conditioning unit, heating unit (whether steam electrical) or combination thereof not previously mentioned.

2.16 COMPUTER ROOM, SKYLINE ROOM, & MONTGOMERY AUDITORIUM AIR-CONDITIONING SYSTEMS

2.16.1 The Air conditioning System for the Computer Room, Skyline Room, and Montgomery Auditorium are Direct Expansion Split Systems. The Condensing Unit is outside the room. For the most part, the successful bidder shall perform the same services as with the other Air Handling Unit Systems. However, the Vendor shall clean the lint and dirt from the air-cooled condenser coil and clean the entire units at least once a year. The successful bidder shall check the operating pressure of the condensing unit; check the operation of the refrigerant controls; check the refrigerant in the system. If necessary, the successful bidder shall purge air from the system, evacuate the system, and/or charge refrigerant into the system.

2.16.2 All fans, compressors, piping, etc. in all systems are the successful bidder's responsibility and will be replaced or repaired at no additional cost.

2.17 HEATING SYSTEM-STEAM

2.17.1 At present, Tri-Gen Corp. is furnishing steam to the Library. The Vendor will be responsible for maintaining and servicing all the steam lines, condensate return lines and all equipment and components associated with the steam system throughout the entire building. The successful bidder's responsibility will start past the "Tri-Gen" steam valve

2.17.2 Maintain, check, service, repair or replace in whole or in part, the Pressure Reducing station, which includes steam valves, pressure reducing valves, pressure gauges, strainers, relief valves and traps.

2.17.3 Check all the steam traps in the system and clean if necessary. Any trap which is passing steam and cannot be repaired must be replaced. Drip legs shall be cleaned out at least once a year. Strainers shall be cleaned and blown down as specified above.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 31 49
		FIRM NAME (Must be filled in)	

2.17.4 Maintain, check and service (or replace) the cast iron radiators. This includes the shut-off valve, automatic temperature control valve and traps. Radiator shall be cleaned and made free of dust and debris a minimum of six (6) times a year.

2.17.5 Maintain, check and service (or replace) all the preheat and reheat coils in the Air Handling Systems and ductwork.

2.17.6 Check, maintain, service and clean condensate return transfer pumping units. This includes the receivers, float switches, pumps, pump motors, starters and any controlling devices, such as an alternator.

2.17.7 The successful bidder shall maintain the piping from the condensate pumping units to the floor drains. Piping shall be secured to floor to prevent any safety hazards.

2.17.8 Check, maintain and service hot water generators, any heat exchangers (converters) or any economizers.

2.18 ELECTRICAL

2.18.1 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.

2.18.2 Maintain and service all control wiring for all equipment under this contract including the starting circuits for all the motors.

2.19 AUTOMATIC CONTROL SYSTEMS

2.19.1 Maintain and service the energy management system. The successful bidder must be able to reprogram the computer, whenever necessary; maintain all the hardware, such as the keyboard, printer, computer, disc and/or tape drives. All equipment pertinent to the system and all peripheral equipment; furnish proper software to upgrade the system; and troubleshoot. The successful bidder shall maintain the proper environment for the equipment. The successful bidder shall take every precaution to keep the equipment free from dust, lint and debris.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 32 49
		FIRM NAME (Must be filled in)	

- 2.19.2 Maintain, check, service and replace, if required, all the pneumatic controls, electrical controls and electronic controls. This includes but not limited to the following items: air compressors, control transformers, automatic control valves, dampers, thermostats, aquastats, all temperature sensors, freezestats, firestats, 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, sails switches, pressure differential switches, all interlocking controls, all starting circuits, all gauges, all thermometers, variable air volume controls complete, controls for the exhaust and ventilating systems in the building, controls for the pressurized stairway systems, etc.
- 2.19.3 All dampers shall be checked for operation and adjusted, if necessary, so that the systems will maintain the proper air distribution.
- 2.19.4 Inspect all temperature and humidity controlling and sensing devices and adjust the same for proper room environmental conditions.
- 2.19.5 Check, maintain and service all interlocking devices, for example, the operation of the condenser and chilled water pumps with respect to the chiller operation, the transfer switch with the emergency generator, Variable Air Volume System's fan speed and air delivery with respect to space thermostat setting, etc.
- 2.19.6 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.
- 2.19.7 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.
- 2.19.8 Adjust gauges, instrumentation and any recording devices or controls to read correctly. Replace any recording device which will not read properly.
- 2.19.9 Check condition and settings of panel controls, chilled water and condenser water pumps, operating controls, safety controls, thermometers, smoke detectors, and gauges to insure optimum performance and reliability.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 33 49
		FIRM NAME (Must be filled in)	

2.20 **EMERGENCY GENERATOR**

2.20.1 Check, maintain and service the diesel-generator set and appurtenances for the emergency lighting and circuits. The work includes maintaining the diesel engine and all its components equipment, such as, the fuel injection system, water pump, fan, batteries, hoses, fan belts, radiator, etc., the generator, transfer switch, muffler and exhaust system.

2.20.2 The successful bidder shall insure proper operation of this machinery by:

2.20.2.1 Changing the oil after every 100 hours of running time.

2.20.2.2 "Tuning" the engine at least once a year.

2.20.2.3 Keeping the air entering the cylinder clean by changing the filers twice a year.

2.20.2.4 Keeping the generator free of dust and debris; clean the generator commutator and housing.

2.20.2.5 Cleaning contacts of the transfer switch regularly.

2.20.2.6 Keeping batteries charged at all times, replace any defective batteries.

2.20.2.7 Maintaining the day tank and fuel pumping system and piping.

2.20.2.8 Setting the correct engine speed.

2.20.3 Maintain all controls on the emergency generator system. Should any gauge or device read incorrectly, it should be repaired or replaced.

2.21 **WATER TREATMENT**

2.21.1 The successful bidder shall maintain all the water treatment systems in the building. 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 34 49
		FIRM NAME (Must be filled in)	

- 2.21.2 The successful bidder 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:
- 2.21.2.1 Maintenance of water's chemical and/or physical condition at a level least conducive to the formation of scale deposits by precipitation or evaporation.
 - 2.21.2.2 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.
 - 2.21.2.3 Maintenance of the water's chemical and/or physical condition at a level least conducive to the growth of microbiological organisms.
 - 2.21.2.4 Necessary modifications in construction or design of equipment essential to the proper performance of the treatment service.
- 2.21.3 The successful bidder shall provide a complete chemical and service water treatment program. This program shall include:
- 2.21.3.1 All chemicals required for the treatment of the system.
 - 2.21.3.2 Delivery of all chemicals.
 - 2.21.3.3 Charging of all chemical feed systems.
 - 2.21.3.4 Chemical treatment of treated systems with a written report on the conditions of the systems delivered before the serviceman leaves the premises.
- 2.21.4 The successful bidder shall maintain chemical feeding devices designed to automatically bleed off tower and feed chemicals on a proportional basis to operate as follows:
- 2.21.4.1 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 blowdown 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 35 49
		FIRM NAME (Must be filled in)	

2.21.4.2 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.

2.21.5 The successful bidder 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.

2.21.6 The successful bidder 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 Central Library Buildings Department.

2.21.7 The successful bidder shall adjust the rate of bleed or blowdown 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.

2.21.8 The successful bidder 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.

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

2.21.10 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.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 36 49
		FIRM NAME (Must be filled in)	

- 2.21.12 The successful bidder 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.
- 2.21.13 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:
- 2.21.13.1 Chromate Concentration expressed as "Na2 CrO4" shall be a minimum of 300 ppm.
 - 2.21.13.2 Sequesterants (e.g. polyphosphates) expressed as "205" shall be between 3-5ppm.
 - 2.21.13.3 Chloride Concentration expressed as "Cl" shall be a maximum of 350 ppm.
 - 2.21.13.4 Biocide shall be as required.
 - 2.21.13.5 "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.
- 2.21.14 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.
- 2.21.14.1 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.
 - 2.21.14.2 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 molybdate and less than 5ppm complex phosphate compound).
 - 2.21.14.3 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT	BID NUMBER S1WJ7700	PAGE OF 37 49
	PHILADELPHIA, PA 19102 - 1685	FIRM NAME (Must be filled in)	

- 2.21.14.4 The corrosion inhibitor shall be effective over the pH range of 6.5 to 8.0.
- 2.21.14.5 The corrosion inhibitor shall have dispersant and antifoulant activity with the ability to hold existing particles of airbourne dust and carbon in suspension and cause any present deposits of like material to go into suspension.
- 2.21.14.6 The corrosion inhibitor shall not cause skin irritation or generate toxic fumes under storage or use conditions.
- 2.21.14.7 The corrosion inhibitor shall be compatible with all organic non-phenolic antifoulant and microbiocides.
- 2.21.14.8 The corrosion inhibitor shall create no pollution problems, in respect to chromate or phosphate in use of disposal.
- 2.21.14.9 The concentration of corrosion inhibitor required to meet all the above specifications shall not exceed 80ppm by weight.
- 2.21.14.10 Biocide will be fed not less than once per week to control algae and slime in the cooling tower and condenser water circuit.
- 2.21.14.11 All chemicals shall be delivered in commercial acceptable containers.
- 2.21.14.12 At the option of the City, duplicate samples may be drawn for the analysis by the Testing Laboratory of the City.

2.22 SEWAGE EJECTORS, PRESSURE STORAGE TANK AND COMPRESSORS

- 2.22.1 The successful bidder shall maintain, check, test, service, repair and replace, if required, the sewage ejectors, pressure storage tank and the associated compressors.
- 2.22.2 The on site service personnel shall monitor the daily operation of the sewage ejector system, perform daily blowdown and system checks.
- 2.22.3 The sewage ejector system is critical to the building's operation. Any system failure or malfunction will be addressed immediately to insure continued operation of the building.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 38 49
		FIRM NAME (Must be filled in)	

2.23 DOMESTIC WATER PUMPS

2.23.1 The successful bidder shall maintain, check, test, service, repair and replace, if required, domestic water pumps.

2.24 In Section 5 "Pricing", bidders are requested to provide costs for all HVAC Service Requirements listed in this Invitation and Bid under the following pricing structure. Prices quoted at the time of bid opening must remain firm for the entire period of the contract and must not contain more than three (3) decimal places.

2.24.1 **26002 023 001**

Maintenance Service, Monthly (M0), for all HVAC Systems located in the Central Library Main Branch Complex.

2.24.2 Contract Extras for Main Branch Complex: Repairs as required and authorized, parts and materials associated with emergent overhauls and replacement of minor components, etc..

2.24.2.1 **26002 023 003**

Regular Working Hours
Labor rate hourly, HR.
Estimated Number of Hours: 100

2.24.2.2 **26002 023 004**

Emergency Working Hours
Labor rate hourly, HR.
Estimated Number of Hours: 40

NOTE: Items # 2.24.2.1 and # 2.24.2.2 are for any repairs that are not included in the monthly maintenance service.

2.24.2.3 **26002 023**

Parts and Materials used
Est. Expend. period of contract: \$27,000.00

PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER (as shown on supplier's invoice) + 5% MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit a copy of original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier + 5%. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 39 49
		FIRM NAME (Must be filled in)	

2.25 **WARRANTY**

Services delivered must be as specified and detailed in this Invitation and Bid and the awarded contract. All completed work may be approved by a City authorized signature or disapproved with a written unsatisfactory work report. Services must pass the inspection requirements of the requesting City User. (If repairs are involved, work must be guaranteed for a **MINIMUM OF NINETY (90) DAYS** from the date of completion. Problems that result within the stated warranty period will be adjusted, including replacement parts if necessary, at no additional cost to the City). All services delivered must be of the highest quality and performed strictly in a professional business like manner.

2.26 **DELIVERY LOCATION**

Free Library of Philadelphia
Central Library Main Branch Complex
19th and Vine Streets
Philadelphia PA

ATTN: Mitch Partovi
PHONE: (215) 686-5381

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 40 49
		FIRM NAME (Must be filled in)	

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

3.2 AWARD

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

3.2.2 BASIS OF AWARD

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

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

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$30,000.00 and awarded as a whole or by section.

3.2.4 Performance Security

If the total award amount is \$500,000 or less, bidders attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract", for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$30,001.00. All awards at the \$30,001.00 amount will be subject to a \$50.00 Master Performance Security Fee.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 41 49
		FIRM NAME (Must be filled in)	

3.2.5 City of Philadelphia-Business Corporate and Slavery Era Insurance Disclosure

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

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

3.2.6 Insurance

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 42 49
		FIRM NAME (Must be filled in)	

3.2.6 **REQUIRD ADDITIONAL INSURANCE**

In addition to the Insurance Requirements in paragraph 14 of the "Terms and Conditions of Bidding and Contract", the vendor must purchase a separate insurance policy to cover failures of major system components including as a minimum the two (2) Westinghouse Chillers. Failures of these units may require considerable expenditures for repair or replacement will be the responsibility of the Vendor. The insurance policy covering major components shall be purchased and paid for by the Vendor and the cost shall be included in the base bid. A certificate of insurance specifically listing the two Westinghouse Chillers by type, location, and serial number must be provided to the Manager, Building Department before any payment will be made to the Vendor. Under no circumstances shall the payment or non payment of claims by the Vendor's insurance company be a reason for extra payments to the Vendor for repair, replacement, or maintenance of existing equipment or systems. Repairs shall be completed immediately with no delay allowed due to the Vendor's insurance claim being processed.

Certificates of Insurance evidencing the required coverages shall be submitted to the City within ten (10) days of notice of contract award. The city reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required under this contract at any time upon ten (10) days prior written notice to the contractor.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

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

4.1.2

Invoices shall be submitted after delivery and acceptance of the Product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information as specified in Section 4.2.11., this is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.11 will be rejected for correction.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 43 49
		FIRM NAME (Must be filled in)	

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 44 49
		FIRM NAME (Must be filled in)	

4.2.4 **DELIVERY:**

VIOLATION OF CONTRACT

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

4.2.4.1 **Liquidated Damages:**

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 45 49
		FIRM NAME (Must be filled in)	

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 46 49
		FIRM NAME (Must be filled in)	

- 4.2.7 For delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.8 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.9 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.
- 4.2.10 At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.
- 4.2.11 Invoices/Receipts
- 4.2.11.1 Successful bidder(s) agrees not to invoice more than once per month per purchase order.
- 4.2.11.2 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.
- 4.2.11.3 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 47 49
		FIRM NAME (Must be filled in)	

- (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 4.2.11.2 above.

4.3 **PRICE INCREASE OR DECREASE:**

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

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

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

or

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S1WJ7700	PAGE OF 48 49
		FIRM NAME (Must be filled in)	

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT	BID NUMBER S1WJ7700	PAGE OF 49 49
	PHILADELPHIA, PA 19102 - 1685	FIRM NAME (Must be filled in)	

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.

		QTY	UNIT	UNIT PRICE	AMOUNT
5.1	Vendor to state prices for the following:				
5.1.1	26002 023 001 Maintenance Service, Monthly for all HVAC Systems located in the Central Library Main Branch Complex	12	MO	\$ _____	\$ _____
5.1.2	26002 023 003 Regular Working Hours Labor Rate Hourly	100	HR	\$ _____	\$ _____
5.1.3	26002 023 004 Emergency Working Hours Labor Rate Hourly	40	HR	\$ _____	\$ _____
5.1.4	26002 023 Parts and Materials used Estimate Expenditures \$27,000				

PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) +5% MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier +5%. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by

Extended Total Bid Amount \$ _____
(Unit Price X Quantity for all items plus estimated expenditures for parts with 5% mark up factored in)

Bid Number #S1WJ7700

ATTACHMENT I - 1 OF 5

FREE LIBRARY OF PHILADLEPHIA

INSTRUCTION FOR CONTRACTORS WORKING IN THE CENTRAL LIBRARY, LOGAN SQUARE

Please instruct your employees and subcontractors to follow these instructions. In most cases the Library asks no more of contractors than it requires of its own staff. Your official contact point with the Library for questions about these instructions and other matters involving the Library will be the Head of the Buildings Department, or in his absence, the Assistant Head or other designated subordinate. The Buildings Department Office is Room 4, Ground Floor, 686-5380. Contacts with the staff of the Library's Buildings Department cannot be substituted for the communications required with Department of Public Property inspectors, project architects or engineers.

1. Notification of start of work; work schedules

A contractor must notify the Head of the Buildings Department at least forty-eight (48) hours before starting work and provide him with the specific hours when his mechanic(s) will be in the building. Contractors must also notify the Head of the Buildings Department at least twenty-four (24) hour before scheduling work during other than regular working hours or before scheduling any test or shut-down of any component of the building's mechanical system.

2. Identification of contractors' employees

At all times when in the building, contractors' employees must wear a Free Library visitor's identification badge and be prepared to furnish identification whenever requested. Visitor ID badges are available (and must be returned) to the guard stationed at the Main or the 19th Street entrances. Mechanics engaged in continuing work may retain their badges until the project is completed. Mechanics working intermittently, however, must return badges at the end of each day's work and secure a new badge when they again return to work.

Bid Number #S1WJ7700

ATTACHMENT I - 2 OF 5

3. Entering and leaving the building; deliveries; use of shipping platform

Except when loading or unloading material on the shipping platform, contractors' employees must use the 19th Street staff entrance from 6:00 to 9:00 a.m. and the public entrances at all other times when the Central Library is open.

Deliveries may normally be made Monday through Friday, 8:00 a.m. to 4:00 p.m. through the shipping platform on Wood Street (northeast corner of the building). This platform is usually crowded by Library deliveries between 8:00 and 9:30 a.m. and again between 1:30 and 4:00 p.m. Therefore, if possible, deliveries should be scheduled between 9:30 a.m. and 1:30 p.m.

If requested in advance, the Head of the Buildings Department will arrange for the 19th Street entrance and/or the shipping platform to be specially opened during hours when these entrances are normally closed.

Contractors' delivery vehicles must not be left unattended and blocking either the shipping platform or Wood Street. Contractors' materials must not be left unattended on the shipping platform. Materials to be delivered to a contractor must be addressed to him, preferably in the name of his on-site superintendent. Such materials must not be addressed to the Library or to the Library's Buildings Department. Library employees may not sign for, receive, handle or store such material left on the shipping platform.

4. Security of Contractors' materials

The Library will exercise reasonable care to secure contractors' materials left within the building; however, it cannot assume liability for their loss. The Library has a security staff, under the supervision of the Head of the Buildings Department, which can be alerted to the presence of especially valuable material and which will aid in investigating any theft.

5. Use of Library elevators

Contractors must transport all their building materials via the building's two freight elevators whenever possible. When these elevators are not available the only permissible substitutes are the staff passenger elevators. No building materials may ever be transported via the two public passenger elevators.

6. Use of Library equipment

Short of a bona-fide emergency, contractors must not use any Library-owned fire extinguishers, ladders, dollies, hand-trucks, flat-bed trucks, tools or other Library property. The Head of the Buildings Department may, at his discretion, require contractors to immediately return such items to Library use of regardless of the inconvenience caused the contractor.

Bid Number #S1WJ7700

ATTACHMENT I - 4 OF 5

7. Use of Library telephones

Contractors and their employees may not use Library office or Department telephones. There are public coin-operated telephone on most floors near the public passenger elevators. Temporary coin-operated telephones may be installed by contractors at their own expense.

8. Fire regulations and heat detectors

Contractors must keep all exits clean and free of debris to permit rapid evacuation of the public and the Library staff in the event of an emergency. Fire protection equipment for welding, burning, etc., is the responsibility of the contractor and must not involve the use of Library fire extinguishers.

The Central Library is equipped with highly sensitive heat and smoke detectors, which, when activated, require total evacuation of both the public and staff from the building. The contractor will be held financially responsible for employee lost time (which can be in excess of \$10,000.00) or any other losses resulting from a false alarm due to cutting, welding, burning, smoking by his workmen in a prohibited area, etc.

Bid Number #S1WJ7700

ATTACHMENT I - 5 OF 5

9. Noxious odors and gases

Acetaline cutting, metal cleaning or other construction processes which produce noxious odors, fumes or gases must be avoided in any area occupied by the staff or the public. Alternately, such operations can be scheduled, at the contractor's option, at time when the building is not open to the public. Before undertaking any process likely to produce fumes and/or gases, the contractor must obtain the specific permission of the Head or Assistant Head of the Buildings Department.

10. Smoking, eating and drinking

Smoking, eating and drinking are prohibited throughout most of the building. Contractors' employees are welcome to use the Cafeteria (Roof), the Staff Lounge (Room 154) and the Staff Kitchen (Basement).

11. Disturbing the public and staff; keep out of non-public areas

Contractors' employees must refrain from loud talk, playing or radios, tape recorders, etc., in public and office areas of the building. Also, they must remain out of non-public areas unless their specifically requires them to be there.

By Order of the President and Director

I have read and understand the above instructions. I agree to follow them and will instruct my employees and subcontractor(s), if any, to do likewise.

Contractor's Name: _____

Signature: _____ Date: _____

PRIME CONTRACTOR'S PAYMENT TO OEO SUBCONTRACTORS FORM

Prime Contractor: _____
Bid Number: _____
Contract Number: _____
Purchase Order Number: _____
Invoice Number: _____
Invoice Date: _____



Name of Subcontractor	Work/Supply Effort	OEO Category			Percentage of Invoice Due	Dollar Amount Due
		MBE	WBE	DSBE		

Note: If this invoice does not encompass any work/supply effort performed by an M/W/DSBE, complete only the top portion of this form and check the box below.

NO PAYMENT DUE TO SUBCONTRACTOR ON THIS INVOICE.

In accordance with the OEO instructions, Forms and Contract Provisions which are a part of the Contract, I agree to promptly pay my M/W/DSBE subcontractors no later than five (5) days after my receipt of payment from the City. I represent that the statements contained herein are true and correct and are made under penalty of law, 18 Pa.C.S. 4904.

Prime Contractor's Signature: _____

Date: _____

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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



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

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

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

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

Mail Request To:

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

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2010 – June 30, 2012

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$30,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$30,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2010 to June 30, 2012**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2010–2012** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/10 to 6/30/12
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

EVALUATION AND AWARD

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

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

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

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

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

responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$30,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$30,000. If the amount of the contract to be awarded is greater than \$30,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

TAX MATTERS

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

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

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

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

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

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

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

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

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

GENERAL INFORMATION

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

25. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$30,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)