

BID OPENING DATE AND TIME

On: January 28, 2009

AT: 10:30 A.M.

BID NO. S9YL5070	PAGE 1 OF 47	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
			BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	NAME AND ADDRESS OF FIRM
DEPARTMENT Commerce	DIVISION Aviation		Federal EIN/Social Security Number
AWARDED			BUYER A. Campfield K. Owens
DATE FOR THE PROCUREMENT COMMISSIONER			

TITLE OF BID

Pre-Conditioned Air Units

GENERAL INFORMATION

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

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

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

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

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

For City Use Only

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

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)

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

Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises¹

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

REVISED 4-2007

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

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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: **PRE-CONDITIONED AIR UNITS**

1.2 CONTRACT TERM: **Date of Award through One Year** ("Initial Term"), with an option to renew for up to Three(3) additional One (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or 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.

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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 **Pre-Conditioned Air Units** for the Philadelphia International Airport (PIA) as specified herein during the contract period.

1.6 BID SECURITY

- 1.6.1 For purposes of this Invitation and Bid, Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract", does not apply. Instead, Bidders MUST submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount of **\$6,000.00.**

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.

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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.
- 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 the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

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

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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 provide sufficient time prior to bidding for processing of the LBE application.

1.8.7 **BID PROCESSING FEE:**

For purposes of this bid ONLY, bidder MUST submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of **\$300.00** to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

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** "Minority Business Enterprise Council Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 02-05".

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.

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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 _____

1.8.11 ALTERNATES SUBMITTED

If an alternate to any item is offered, bidder must follow instructions in Paragraph 4 of "Terms and Conditions of Bidding and Contract". State the brand name and the model number of each alternate offered. Detailed technical information on the alternate should accompany the bid.

Failure to state alternates will obligate bidder to provide material and/or service specified in the bid; see also 1.8.10 below.

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

1.8.12 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, Point of use Pre-Conditioned Air Units (PCAIR) for a Minimum of ten (10) years. 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.

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

SECTION 1:

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

Firm Name: _____

Contact Name: _____

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: _____

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

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SECTION 2: SPECIFICATIONS

2.1 GENERAL

2.1.1 SUMMARY

2.1.1.1 This specification provides technical requirements for point-of-use preconditioned air conditioning systems to be used for docked aircraft at Terminal F of the Philadelphia International Airport.

2.1.2 REFERENCES

2.1.2.1 The standards and codes applicable to only a portion of the work specified in this section are referenced in the relevant parts or clauses. Standards and codes which are generally applicable to the work of this section are listed below. The latest applicable version shall apply.

- a) ASTM-A36; Structural Plate/Steel/Shapes
- b) ASTM-A500; Structural Tube
- c) ASTM-A53; Steel Pipe
- d) ASTM-A570; Steel Sheet
- e) ASTM-A514; Steel Plate
- f) SAE-J429; Structural Bolts: High Strength, Grades 5 and 8
- g) ASTM-A325 and ASTM-A440; Structural Bolts
- h) ASME-American Society of Mechanical Engineers
- i) NEC-National Electric Code
- j) IEEE-Institute of Electrical and Electronic Engineers
- k) UL-Underwriters Laboratories
- l) NEMA-National Electrical Manufacturers Association
- m) ASHRAE-American Society of Heating, Refrigerating and Air-Conditioning Engineers
- n) SAE ARP 1801-Sound
- o) SAE ARP 5374-Testing
- p) The PCAir shall be certified by a NRTL for compliance to UL-1995 and CSA-C22.2 No. 236.M90.

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- q) The PCAir shall be UL certified and a UL certification name plate must be affixed to the PCAir at the PCAir Manufacturing Facility.

2.2 Definitions

Unless otherwise specifically indicated in this Request for Bid, the following words and phrases used within this *Technical Specification – Point of Use PCAir Units*, shall be defined as follows:

Addendum: A modification or change in the plans, specifications or other contract documents issued by the City of Philadelphia and distributed to all known prospective bidders prior to the opening of the Bids.

Agreement or Contract: These two terms may be used interchangeably and shall represent the final Contract between the City of Philadelphia and the Vendor.

Airport or Airport Terminal: The Terminal Building and all portions of the land owned and possessed by the City of Philadelphia at the Philadelphia International Airport.

Bid: Shall mean the Vendor's Bid documents, in their entirety, which are submitted to the City of Philadelphia in response to this Request for Bid.

Bidder: The individual, partnership, corporation, or other business entity that submits a Bid to the City of Philadelphia. The terms "Bidder", "Vendor", "PCAir Manufacturer" or "Supplier" may be used interchangeably.

Vendor: The individual, partnership, corporation, or other business entity that is selected by the City of Philadelphia for Contract award. The terms "Bidder", "Vendor", "Unit Manufacturer" or "Supplier" may be used interchangeably.

Installation Contractor: The individual, partnership, corporation, or other business entity that will install the purchased equipment, however the Vendor shall include installation services costs as detailed herein.

Day or Days: shall constitute a calendar day of 24 hours measured from midnight to the next midnight. When a numeric indication is given for a number of "days", it shall mean calendar days not work week days.

Notice to Proceed (NTP): shall mean the written notice by the City of Philadelphia Successful Bidder(s) stating that upon timely compliance with the conditions for Contract Award, the City of Philadelphia shall enter into an Agreement with the Vendor for the Terminal F – Point of Use PCAir Units. This NTP shall also fix the date on which the Contract Times commence to run and on which Vendor shall start to perform under the Contract.

Original Equipment Manufacturer (OEM): shall mean a company that designs, manufactures Point of Use PCAir Units.

Owner: Shall mean City of Philadelphia

PBB: Shall mean airport Passenger Boarding Bridges.

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PCAir: Shall mean a Point of Use Pre-Conditioned Air unit.

Philadelphia International Airport (PHL): The Terminal Buildings and all portions of the land owned and possessed by the City of Philadelphia located in Philadelphia, Pennsylvania.

Project Manager: shall mean the Vendor's designated person who will be managing the project for the PCAir Manufacturer. The Project Manager shall be the City of Philadelphia's primary point of contact with the Vendor.

RFB: Shall mean the Request For Bid documents, exhibits and any published addenda relating to the City of Philadelphia's Request For Bid – Pre-Conditioned Air Units for Terminal F.

Shop Drawings: shall mean all drawings, diagrams, illustrations, schedules, test reports, certifications, cut sheets, calculations and other data or information which are specifically prepared or assembled by or for Vendor and submitted by Vendor to demonstrate that the Vendor will provide the Goods and Services which meet the requirements of this *Technical Specification - Pre-Conditioned Air Units for Terminal F*.

Specifications: This *Technical Specification - Pre-Conditioned Air Units for Terminal F* and all attachments, and duly published addenda and bulletins, which shall comprise the requirements of the Pre-Conditioned Air Units for Terminal F.

Supplier: The individual, partnership, corporation, or other business entity that is selected by the City of Philadelphia as the successful Bidder and enters into an Agreement with the City of Philadelphia pursuant to this RFB. The terms "Bidder", "Vendor", "Unit Manufacturer", or "Supplier" may be used interchangeably.

TAD: Telescopic Air Duct.

Tenants: All customers, including but not limited to concessionaires, airlines, sub-tenants, licensees, agents of tenants, vendors, installing contractors, users, and other permittees at the Philadelphia International Airport.

NOTE: When referring to *left* or *right*, this Specification is written / described assuming a person is positioned with his/her back to the Terminal Building and facing the Aircraft.

2.3 Quality Assurance

2.3.1 Vendor Qualifications: Company specializing in manufacturing products specified in this section, with not less than ten years of documented experience.

2.3.2 Products Requiring Electrical Connection: Listed and classified by UL, ETL, or CSA as suitable for the purpose specified and indicated.

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2.4 Project Overview

The Vendor shall supply the necessary management, supervision, labor, equipment, materials and supplies to design and manufacture twenty four (24) Point of Use Pre-conditioned Air Units (PCAir) at Terminal F, Philadelphia International Airport. The PCAir units shall include the necessary flexible and spiral wound PCAir hose, TAD tubes insulated flexible hose, hose reels, mounting brackets, adapters, aircraft couplings, electrical wiring, conduit, junction boxes, controls, etc. as required to provide a Point of Use PCAir to service the specified aircraft mix at the Terminal F Teleradial PBB gates. In addition to the PCAir units, the Vendor shall provide the necessary storage of the 24 PCAir, and the management, supervision, equipment and materials and supplies to install the 24 point-of Use PCAir. Vendor shall include Quality Assurance as defined in this section, Operation and Maintenance manuals, owner training and As-built documents.

The PCAir will be ground mounted. Each of the 24 gates currently utilize FMC Jetway Systems Teleradial PBB's. The mounting location will be dependent on existing ramp conditions, existing 400Hz GPU location and other ramp obstructions. The PCAir mounting locations could be either on the left or the right of the Teleradial PBB rotunda. The PCAir mounting locations shall be approved by the City of Philadelphia. The PCAir units will be protected by bollards which will be anchored below grade. The installing contractor will be responsible to design and install the bollards.

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The Vendor shall prepare such mechanical and electrical drawings as will be required to depict the location and mounting arrangement of each PCAir unit and its accessories, as well as the supply of electrical service to the PCAir. Sufficient power will be made available at the face of the terminal building for the new PCAir and a lockable disconnect will be provided by others in the area near the PBB rotundas where the PCAir units will be installed.

The Vendor shall obtain the necessary City of Philadelphia approvals.

Only qualified Vendors who have at least ten (10) years of experience with Point of Use PCAir will be considered responsive Bidders. Specific project experience and references shall be required with the Vendor's Bid.

This Specification describes the requirements for:

- a) Twenty four new PCAir units and all auxiliary equipment.
- b) Vendor's Quality Assurance Program
- c) Vendor Design Submittals (in addition to other requirements stated elsewhere in this RFB).

Due to design restrictions, it is not possible to mount the PCAir units on the Teleradial PBB's. Therefore, they must be ground mounted at each gate.

2.5.1 GENERAL PROJECT SPECIFICATIONS

2.5.2 DELIVERY, STORAGE, AND HANDLING

2.5.1.1 This order is anticipated to be awarded by February 2009. Shipment is not anticipated to be required until September 2009. Vendor shall provide a schedule with his bid showing the following:

- a) Award
- b) Provision of installation drawings
- c) Proposed Release date for Fabrication *
- d) Ship Date **
- e) Storage Plan, if required, including type of facility, measures to be taken to prevent damage, and monthly cost for information purposes only and not to be considered as part of the Basis of Award should shipment date be delayed by Owner

Notes:

* The release date must be approved and the Vendor must get a release note in the form of an e-mail from the City of Philadelphia or its designee prior to fabrication

** The ship date requires coordination with other City of Philadelphia Contracts and therefore may change. Vendor shall include all costs up to shipment on September 31, 2009 in his bid. Any costs associated with storage and handling shall be included in bid.

2.5.1.2 Provide units which do not require disassembly and reassembly because of movement into the final location.

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- 2.5.1.3 Provide each PCAir as a factory-assembled unit with protective crating and covering.
- 2.5.1.4 Provide written instructions for receiving, offloading, storing and protecting this equipment until such time as it has been installed.
- 2.5.1.5 Inspect all equipment at time of shipment. Repair any damage or replace missing items prior to shipment.
- 2.5.1.6 Repair damaged delivered equipment at no cost to the City of Philadelphia.

2.5.2 Project Meetings and Coordination

The Vendor's Project Manager shall attend Project Meetings at PHL as required to:

- 2.5.2.1 Ensure the Project is executed successfully,
- 2.5.2.2 Ensure that all parties are fully informed of Project requirements, issues, conflicts, clarifications, interpretations, etc
- 2.5.2.3 Coordinate with the installing contractor, its Subcontractor(s), DOA and the tenant Airlines.
- 2.5.2.4 Resolve any discrepancies or disputes between DOA, the Vendor and the installing contractor.
- 2.5.2.5 Attend a Pre Construction Meeting.
- 2.5.2.6 Attend an Installation Kick-Off Meeting.
- 2.5.2.7 Make provisions to attend two additional meetings during the installation of the PCAir units.
- 2.5.2.8 Travel and per diem costs for any of the Vendor's personnel required to travel to PHL, in any capacity, associated with the Project, shall be the sole responsibility of the Vendor.

2.5.3 Training

- 2.5.3.1 The awarded vendor shall provide a complete training program for the Owner's and Tenant's operating, engineering, and maintenance personnel. Training shall include both classroom and hands-on instruction and be of

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sufficient duration to adequately train personnel to perform on site routine, preventative, and remedial maintenance of the equipment, product or system. Unless noted otherwise, training shall consist of a minimum of four (4) hours classroom instruction and four (4) hours hands-on instruction.

- 2.5.3.2 Operator training shall be completed the seven (7) days prior to beneficial use.
- 2.5.3.3 The awarded vendor shall provide maintenance training within 30 days of beneficial use.
- 2.5.3.4 At least 60 days prior to beneficial use, a training program summary course syllabus, instructor qualifications, and copy of the training manual should be forwarded to the Airport designated Engineer for review.
- 2.5.3.5 Training shall be conducted prior to final acceptance of respective equipment, products, and systems by the Airport designated Engineer and shall be given at the installation site property.
- 2.5.3.6 The Vendor shall issue Certificates of Completion to all City of Philadelphia personnel who satisfactorily complete the training.

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2.5.4 Spare Parts

2.5.4.1 Vendor shall provide a list of manufacturer recommended spare parts for the PCAir units. This Spare Parts list shall contain the required quantities of spare parts for a two (2) year period beyond the warranty periods.

2.5.5 Warranty

2.5.5.1 The Vendor shall provide one (1) year warranty on LABOR and MATERIALS supplied for the Project.

2.5.5.2 The Vendor shall provide an additional five (5) year warranty on the PCAir motors, compressors, condenser and evaporator coils.

2.5.5.3 The Vendor shall supply the Manufacturer's written warranty, which shall include items for the PCAir units, supplied for the Project.

2.5.5.4 All Warranty times will commence, on a Gate by Gate basis, upon the City of Philadelphia's Final Acceptance of the Scope of Work at the particular Gate.

2.5.6 Manuals

2.5.6.1 Three (3) complete sets of hard copy PCAir Manufacturer's O&M manuals and one (1) soft copy of PCAir Manufacturer's O&M Manual shall be supplied with the first PCAir unit installed.

2.5.6.2 O&M manuals MUST be specific to the design, features, functions and characteristics of the PCAir units delivered to PHL.

2.5.7 Materials and other requirements

2.5.7.1 Unless otherwise indicated, it is understood and agreed that any materials purchased or otherwise incorporated into the new PCAir units shall be NEW and UNUSED. If required by the City of Philadelphia, the Vendor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

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2.5.7.2 Whenever an item of material or equipment to be incorporated into the new PCAir units is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Vendor or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to the City of Philadelphia for review and approval.

a) If in the City of Philadelphia's sole discretion, such an item of material or equipment proposed by Vendor is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by the City of Philadelphia as an "or equal" item.

b) For the purposes of this clause, a proposed item of material or equipment may be considered functionally equal to an item so named if:

in the exercise of reasonable judgment, the City of Philadelphia determines that:

it is at least equal in quality, durability, appearance, strength, and design characteristics; and

it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; and

c) Vendor certifies that:

there is no increase in any cost including capital, installation or operating to the City of Philadelphia; and

the proposed item will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

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- 2.5.7.3 The City of Philadelphia will be allowed a reasonable time within which to evaluate each Bid or submittal. The City of Philadelphia will be the sole judge of acceptability. No "or equal" will be ordered, manufactured or utilized until the City of Philadelphia's review is complete, which will be evidenced by an approved Shop Drawing. The City of Philadelphia will advise Vendor in writing of any negative determination. Notwithstanding the City of Philadelphia's approval of an "or equal" item, Vendor shall remain obligated to comply with the requirements of the Contract Documents.
- 2.5.7.4 The City of Philadelphia may require Vendor to furnish at Vendor's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- 2.5.7.5 Vendor shall provide all data in support of any such proposed "or equal" at Vendor's expense.

2.5.8 Design Requirements

- 2.5.8.1 The awarded Vendor shall conduct a detailed inspection of the PHL Terminal F Gates to determine:
- a) The most effective location to place the stand mounted PCAir unit
 - b) The specific electrical service routing requirements
 - c) The recommended location of the PBB disconnect. The disconnect to be supplied by others
 - d) The dimensions of the PBB, which will be required to design the TAD tube for each gate, the mounting location of the TAD tube and any hard or flexible ducting from the PCAir unit to the TAD tube and from the TAD tube to the powered hose reel
 - e) The location for any TAD tube mounting brackets and any support stands which may be required for the hard or flexible ducting
 - f) Any other site conditions that would impact the design, supply and installation of the point of use PCAir at each gate
- 2.5.8.2 The Vendor shall prepare and submit gate by gate design drawing(s) which address all of the items above.

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2.5.8.3 The Vendor shall prepare and submit a Hose Reel installation drawing

2.5.8.4 The Vendor shall prepare and submit all electrical power supply, controls and other interconnect drawings for the PCAir unit, Pendant Control, PBB interlocks, Hose Reel and Temperature Probe. All submittal drawing packages shall be submitted to the City of Philadelphia.

2.5.9 General Electrical Requirements

2.5.9.1 All exterior electrical components shall be housed in weather tight and Stainless Steel (SST) or composite enclosures of NEMA 4X rating. The enclosures cover shall be hinged and have SST latches or self-retaining screws. The enclosure covers shall also have a weather gasket.

2.5.9.2 Electrical equipment panels or cabinets, which are mounted externally, shall be equipped with heaters or other suitable means to control condensate.

2.5.9.3 Strain relief shall be provided for all unsupported cables.

2.5.9.4 Adel type wire clamps shall be used to secure all SO cord. Wire ties shall not be used to secure SO cord.

2.5.9.5 No standard electrical and/or communication service conduit or SO Cord shall be permitted on the exterior sides of the PBB Tunnels or Cab.

2.5.9.6 All circuits shall be protected by circuit breakers. No fuses shall be allowed.

2.5.9.7 All wiring shall be identified using stamped wire or other Owner approved wire labels. If stamped wires are used, number must be visible at termination point. Wires are to be numbered in a logical sequence and all wire numbers are to be indicated on electrical schematics.

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- 2.5.9.8 All circuits shall have suitable overload protection. Each conductor shall be sized to have current carrying capacity as allowed by the National Electric Code (NEC) equal to or greater than the capacity of the circuit breaker provided for the circuit. Circuit breakers shall be grouped in convenient locations and suitably marked for size and function. Protection devices shall be sized to protect wiring, motors and other electrical components from damage due to overload and prevent electrical or mechanical damage to any associated PBB components or ancillary equipment due to failure of any PBB component or ancillary equipment.
- 2.5.9.9 Spare wires shall be numbered and also labeled as "SPARE". Spare wires shall be indicated on the electrical schematics. Spare wires shall be neatly secured in the relevant junction box.
- 2.5.9.10 All wiring shall be brought to terminal blocks. The wiring shall be formed and restrained to give a neat appearance. Wire splices shall not be used. Connections shall be made using terminal strips and staked lugs or by patent connectors.
- 2.5.9.11 Grommets and suitable anti-chafe material shall be used where wires are required to pass through structure or similar relief or opening which exposes the wire to possible chafing.
- 2.5.9.12 Quick Disconnect fittings shall be UL or ETL approved.
- 2.5.9.13 Electrical interlocks shall be of a fail-safe design.
- 2.5.9.14 Electrical devices, including, but not limited to, lights, switches, relays, wiring and terminals, when located in an area exposed to weather, shall be of weatherproof design or protected by weatherproof enclosures.
- 2.5.9.15 All motors and bearings shall be sealed, not requiring lubrication.
- 2.5.9.16 All electrical work done in the field shall comply with NEC and applicable state, county and local construction and electrical codes

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2.6 PCAir Units

2.6.1 Manufacturers subject to compliance with requirements, provide systems by one of the following:

- a) FMC Technologies
- b) INET
- c) Trielectron Industries, Inc.

2.6.2 The twenty-four (24) Preconditioned Air Unit (PCAir) shall be conditioning units that provide ventilation, cooling, dehumidifying, filtering, and heating of air supplied to an aircraft docked to the PBB. The unit shall use direct expansion, vapor cycle technology and shall be designed to provide comfortable cabin temperatures for passengers and crew during pre-flight, turn-around, overnight parking, and maintenance operations.

2.6.3 To be qualified for this project, the Manufacturer of the Point of Use PCAir MUST have at least ten (10) years of experience with Point of Use PCAir. Specific project experience and references from the PCAir Manufacturer shall be required with the Vendor's Bid.

2.6.4 Aircraft Mix

The PCAir unit and the supplied hoses, hose reel, adaptors and aircraft connectors shall be capable of servicing the following RJ and Narrow Body aircraft mix.

- a) Q-400 Turboprop
- b) ERJ 145
- c) CRJ 200/700/900
- d) EMB 170/175/190/195
- e) B737 - 200/300

2.6.5 General Design Characteristics

2.6.5.1 The PCAir Manufacturer shall provide the PCAir with minimum of 30-tons of cooling compressor capacity. It is the Vendor's responsibility to confirm the actual cooling capacity of their units can meet the requirements of this specification. Provide calculations as defined in this specification.

2.6.5.2 The unit design shall consist of multiple refrigeration systems, such as Primary and Secondary. This configuration should provide multiple stages of control for the discharge air temperature, volume and pressure. An example of such multiple stages of control are as follows:

Stage	System	Mode of Operation
1	Two Stages of heat	Heat

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2	One Stage of heat	Heat
3	Blower only	Ventilate
4	Secondary System	Cool
5	Primary & Secondary System	Cool

2.6.5.3 Control of the unit shall be by of a remote pendant button station mounted on the hose reel. The pendant button station shall have a "Mode Selector" switch for "Auto-Cool-Vent-Heat". "Auto" mode controls the A/C or Heating based on the aircraft cabin temperature probe readings and the ambient conditions. "Cool" mode controls the A/C based on a selectable discharge temperature. "Heat" mode Controls the Heat based on a selectable discharge temperature. "Vent" operates the blower only without any temperature control. The pendant button station shall also have four (4) push buttons. One button for Narrow Mode, one button for RJ Mode, one button for Stop, and an E-Stop button. The Stop button shall be illuminated "red" when a fault has occurred and shall reset the unit when depressed. The pendant button station enclosure shall be NEMA rated water tight, constructed of SST and operate on 24 volts.

2.6.5.4 The PBB shall be interlocked so that all horizontal motion is deactivated when the PCAir unit is ON or the PCAir hose is deployed from the PCAir Hose Reel. An alarm and flashing light on the PBB console shall be activated if the PBB is switched from auto level to operate mode and the PCAir unit is ON or the PCAir hose is deployed from the PCAir Hose Reel.

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- 2.6.5.5 The unit shall be designed to use one blower system. The airflow shall be reduced with a motor driven outlet damper and shall adjust the airflow to meet the requirements for any of the specified aircraft. This outlet damper shall also ensure that the airflow to the aircraft shall never be of sufficient volume or pressure to damage the aircraft air conditioning ductwork or systems. The outlet damper shall be located on the supply air or discharge side of the system and shall also restrict airflow with the initial activation of the pre-conditioned air unit to prevent hose snap.
- 2.6.5.6 The blower system shall be designed to ensure that the required air volume and pressure to cool / heat the aircraft is delivered from the unit, through the TAD tube and elbows, and through the fully extended PCAir hose. The vary length of the PBB's must also be considered.
- 2.6.5.7 The intake ambient air shall be filtered with a cleanable, viscous impingement corrosion resistant type filter.
- 2.6.5.8 The exterior louver panels protecting the coil assemblies must be removable to facilitate the cleaning of the coils.
- 2.6.5.9 All access doors and panels used to gain access to the interior components of the unit shall be hinged and shall be secured with a latch that requires a special tool or a key.
- 2.6.5.10 Exhaust air from the coils shall exit the unit from the side.
- 2.6.5.11 Intake / makeup air must come from the side of the unit. Intake / make up air SHALL NOT come from the top or the bottom of the unit.
- 2.6.5.12 The unit shall be designed so that the condenser fan(s) and motor(s), compressors and blower fan and motor can be COMPLETELY removed and replaced without removing the PCAir unit from its mounting stand.

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2.6.5.13 Design Conditions:

2.6.5.13.1 Design Ambient: Summer and winter design ambient shall be based on published ASHRAE climatic data for the site. The summer design ambient shall be the dry bulb temperature corresponding 0.4% annual cumulative occurrence and the mean coincident wet-bulb temperature. The winter design ambient shall be the dry-bulb temperature corresponding to 99.6% annual cumulative frequency of occurrence.

2.6.5.13.2 All outdoor mounted equipment shall be capable of withstanding the following climate conditions without damage or failure.

Temperature: -40 degrees F to +125 degrees F
Humidity: 10% to 99% relative
Precipitation: Rain, Snow and Dust combined with wind
Wind: Up to 55MPH; Gusts up to 85MPH

Outdoor equipment shall also be capable of withstanding airborne hydrocarbons resulting from jet aircraft exhaust, vehicle exhaust, jet fumes and vehicle emissions.

2.6.5.13.3 Aircraft Loads: The DX system shall be designed to provide the specific cooling and heating based on the largest aircraft to be parked at each gate.

2.6.5.13.4 The maximum aircraft types with passenger boarding are indicated in the Table below. The unit shall be rated for the largest type aircraft scheduled for the gate. For aircraft not list refer to the latest edition of "Aircraft Characteristics" published by Burns & McDonnell.

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AIRCRAFT	MAXIMUM PASSENGERS	CREW
ERJ 145	50	3
CRJ 200/700/900	90	4
MD-80 SERIES	128	5
737-100 thru 900	180	6

2.6.5.14 Cooling Requirements

- 2.6.5.14.1 System Design Rating: The electrical power distribution system to the gates and all gate equipment shall be designed to attain and maintain cabin temperature of 75 degrees F with a 50% relative humidity in the cooling mode and 68 degrees F in the heating mode, for the largest aircraft which may be parked at the gate. The equipment shall be capable of meeting the stated conditions at 100% passenger and crew load.
- 2.6.5.14.2 Gate Cooling Performance: The DX and air delivery system shall be capable of maintaining a cabin temperature of 75 degrees F +/- 2 degrees with full passenger and crew load as defined in the table above, under design summer ambient conditions and with full electrical and solar loads. It shall also be capable of adjusting temperature and airflow to compensate for reduced passenger loads, lower ambient temperatures, or smaller aircraft.
- 2.6.5.14.3 The above cooling performance requirements shall be met using 100% outside make-up air to the DX unit.
- 2.6.5.14.4 In addition to maintaining cabin temperature as defined above, each gate system shall be capable of performing a cabin temperature "pull down" of a heat soaked aircraft, from a temperature of 100 degrees F to a temperature of 80 degrees F or lower on a summer design day within a period of 45 minutes, with no occupants and all doors closed.

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- 2.6.5.15 DX Unit Minimum Requirements: The above are the minimum requirements only. Vendor shall provide greater performance if his calculations determine that such is needed in order to meet the cooling performance requirements.
- 2.6.5.16 The vendor must present with his submittal, performance calculations demonstrating the requirements of the largest aircraft at each gate plus the capability of the proposed equipment to meet those requirements.
- 2.6.5.17 The calculations shall take into account losses in the air delivery hose. The vendor shall provide for hoses of different manufacturers in these calculations so as not to limit the owner from future use of any standard insulated hose available for aircraft conditioning.
- 2.6.5.18 Cooling Airflow Ratings: Notwithstanding the performance requirements of the paragraphs above, DX units and air delivery components shall have the following minimum cooling airflow ratings for each aircraft type rating as indicated:

	NARROW BODY AIRCRAFT
Rated Air Flow:	150 Lbs./min
Pressure at unit outlet at rated airflow:	15 inches W.C.
Air Supply Temperature at Unit Outlet, at rated airflow:	30 Degrees F

- 2.6.5.19 Heating Performance Requirements:
- 2.6.5.19.2 Each DX unit shall contain electrical strip heaters sufficient to attain the defined heating performance.

The unit, control and air delivery system shall be capable of maintaining a cabin temperature of 68 degrees F minimum for up to the largest aircraft type designated at each bridge, during flight turnaround conditions, including those with no passenger load, at nighttime winter design ambient, without the

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use of recirculation return air. In addition, temperature and volume modulation capability shall be provided to automatically and efficiently compensate for higher ambient, higher passenger loads or smaller aircraft.

2.6.5.19.3 The system shall also be capable of maintain and "overnight heating" mode on empty aircraft with all doors closed, with cabin temperature set for 60 degrees F minimum in lieu of 68 degrees F, during ambient temperatures as much as 10 degrees F lower than the winter design condition. Each DX unit shall contain means for remotely resetting the preset cabin ambient control for this purpose.

2.6.5.19.4 Each gate system shall be capable of pulling up the temperature of a cold-soaked aircraft cabin from 32 degrees F to 65 degrees F within a 45-minute period during design winter conditions with an empty aircraft of the largest size indentified for the gate, with all doors closed.

2.6.5.19.5 A minimum electric heating rating of 30kW for narrow body.

2.6.5.20 Ventilation Requirements:

2.6.5.20.1 Each gate DX air system shall be designed to provide a minimum airflow corresponding to 10 cfm per passenger in the cooling and ventilation modes and 5 cfm per person in the heating mode while maintaining the required cabin temperature.

A combination of temperature and airflow modulation shall be used to support the heating or cooling requirements during moderate climate conditions.

2.6.5.21 The Vendor and/or PCAir manufacturer MUST supply test results which verify that the PCAir unit designed and delivered to PHL does meet or exceed these requirements for air Temperature, Airflow and Static Pressure, delivered at the end of the hose, to satisfactorily cool and heat the aircraft. Such test results MUST be supplied and approved by the City of Philadelphia prior to the shipment of any PCAir units. Failure to supply such test results shall result in the immediate disqualification of the PCAir Manufacturer.

2.6.5.22 The unit shall be designed so that the maximum dBA, as measured by SAE ARP18d, is 80.

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2.6.6 Input Power

2.6.6.1 Input Current Requirements: The unit shall operate on a power supply of 480 vac, 60hz, 3- phase, 100 amps maximum.

2.6.6.2 Input Circuit Breaker: The unit will contain an internally mounted circuit breaker on the input power line(s) to allow the input power to be removed in the case of a fault or for maintenance.

2.6.6.3 Input Power Disconnect: A separate, lockable PCAir disconnect, mounted near the PBB rotunda, will be supplied by others.

2.6.7 Air Conditioning Components

2.6.7.1 Refrigerant Compressor: The refrigerant compressors shall be hermetic scroll type, 2-pole motor, unidirectional compressor and shall be mounted on a shock absorbing base. The compressors shall have an oil Sight glass and oil charging valve.

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- 2.6.7.2 Refrigerant Lines: All refrigerant line connections shall utilize silver solder. Refrigerant lines attached to the compressors shall incorporate a "flexsorb" section near the connection to the compressor. All attachment points of the refrigerant lines to the frame or any supports shall utilize shock absorbing mounts to minimize vibration. The design of the refrigerant line system shall minimize the number of silver solder connections.
- 2.6.7.3 Condenser Coil: the condenser coil shall be copper-tube / aluminum fin heat exchanger. Copper tubes shall be rifled and aluminum fins raised lanced to intensify heat transfer.
- 2.6.7.4 Filter-Drier: A replaceable sealed-type filter-drier, shall be in the liquid line, to remove moisture and contamination from the refrigerant. The filter-drier shall contain a 100-mesh screen and a molded blend of desiccants for acid and water removal.
- 2.6.7.5 Sight Glass: A combination moisture and liquid indicator shall be installed in the liquid line to monitor the flow and moisture content of the refrigerant. The sight glass color indicator is to be protected by a pad and screen and changes color on the basis of relative moisture in the refrigerant.
- 2.6.7.6 Expansion Valve: A thermostatic expansion valve shall automatically meter the refrigerant flow to the evaporator coil by sensing evaporating pressure and temperature of the vapor leaving the evaporator coil.
- 2.6.7.7 Evaporator Coil: The evaporator coil shall be copper tube / aluminum fm heat exchanger with rifled copper tubing and raised lanced aluminum fins to intensify the heat transfer process.
- 2.6.7.8 Evaporator Pressure Regulator Valve: Shall be located on the suction line. This valve shall regulate the evaporator suction pressure by adding restriction to the evaporator coil to prevent the coil from dropping below freezing temperatures.

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2.6.7.9 Pressure Switches: Shall be located as appropriate according to sound engineering practices, the switches shall be fully encapsulated, non-adjustable, SPST, direct mount controls for use with non-corrosive refrigerants. The switches shall be automatic reset in open low and in open high configurations. These controls shall be fitted with a 1/4 inch SAE female flare fitting with an internal depressor for the schraeder valves located in the piping to prevent refrigerant loss during replacement.

2.6.7.10 Access (schraeder) Valves: 1/4 inch SAE male valves designed for flare connection shall be used as ports for pressure switch connections and access to the system.

2.6.8 Air Moving Components

2.6.8.1 Supply Air Blower: Shall be squirrel cage type, direct drive, with forward curved-blades.

2.6.8.2 Blower Motors: Shall be 2-pole, open drip proof, NEMA design B, with Class F Insulation and a 1.15 Service Factor. The Blower Motor shall be directly connected to the blower impeller. Blower motors shall be a minimum of 20 hp.

2.6.8.3 Cooling Air Fan: Shall be axial type, 4-pole motor driven fan with adjustable, spark and corrosion proof fan blades. The motor shall be fan-cooled, totally enclosed, NEMA Design B with Class F insulation and a 1.15 Service Factor.

2.6.8.4 Interior Ducting: Shall be constructed of aluminum or stainless steel.

2.6.8.5 Insulation: Component and ducting insulation shall be Class 1 spray on foam. The foam insulation must contain UL, ETL and NFPA approved fire retardant materials.

2.6.9 Safety Provisions and Components

2.6.9.1 Circuit Protection: The following systems and / or components shall be protected against short-circuit currents or grounds by means of properly selected circuit breakers:

- a) Main Power
- b) Blower motor
- c) Fan motors
- d) Compressor motors
- e) Heater stages
- f) Control transformer primary winding (2-pole)
- g) Transformer secondary winding, 24 volt (1-pole)

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- 2.6.9.2 Overload Protection: Each motor shall be protected from damaging overload currents as follows:
- a) Compressor motors: With solid-state, manual reset type, adjustable range relays.
 - b) Blower Motor: With relays of the manual reset type and adjustable setting range type.
 - c) Fan Motors: With relays of the manual reset type and adjustable setting range type.
 - d) Refrigerant Extreme Pressure Protection: high and low-pressure limit switches shall protect each refrigeration system. High and low limit pressure switches shall be used on all refrigeration systems.
 - e) Compressor Short Cycling Protection: Each refrigerant compressor motor shall be protected against short cycling (multiple starts and stops over a short period) by a run- limit timer. The timer shall provide a minimum 3-minute delay on re-energizing the compressor motors after each stop.
- 2.6.9.3 Over Temperature: The heat banks shall be equipped with an over temperature safety switch that will shut the heater banks off when the heat bank surface temperature exceeds 200 degrees F. In addition, the shall be an air pressure sensing switch which will prevent the heat banks from operating if the blower motor is not working.
- 2.6.9.4 PBB Interlock: The PCAir unit shall have a contactor that can be utilized for the PBB interlock requirement.

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2.6.9.5 Placards: The PCAir unit shall be equipped with the following placards:

- a) 480 Volt warnings – 1 each located on the front of the power panel, on each condenser access panel and on the heater bank contactor electrical enclosure.
- b) On the inside of the power panel, identifying all the components inside the power panel and their settings and adjustments.

2.6.9.6 Smoke Detector: PCAir shall be equipped with an Ionization type smoke detector which is certified for the use in HVAC ducting. The PCAir unit shall be shut down when smoke is detected in the discharge ducting. The smoke detector shall be equipped with a trip indicating light and manual reset switch.

2.6.9.7 Low Temperature Defrost Cycle: PCAir shall be equipped with a defrost cycle to prevent ice from forming on the coils.

2.6.10 Miscellaneous Equipment

2.6.10.1 Mounting Stand:

- a) The PCAir mounting stand shall be securely anchored to the concrete.
- b) The height of the stand shall facilitate maintenance access to the unit and shall ensure that the access to the control panel and disconnect comply with NEC requirements.
- c) The mounting stand shall be painted the same color as the PCAir unit.
- d) The PCAir unit shall be bolted securely to the stand.

2.6.10.2 TAD Tubes:

- a) Shall be fiberglass and shall have sufficient Insulation between the outer layer of fiberglass and the first inner layer of fiberglass to prevent condensation and minimize temperature loss.
- b) Shall be of varying length, depending on the length of the Teleradial PBB fixed tunnel section.
- c) Shall be mounted, using a bolted connection, to the top right vertical/right side horizontal tunnel flanges of the Teleradial PBB tunnel sections. All holes shall be drilled. No pierced or burned holes shall be allowed. All metal shavings shall be cleaned and removed. All holes shall be deburred, primed and painted prior to installation of any mounting brackets.

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- Vendor shall supply all mounting brackets and hardware.
- d) Shall have integral 90 degree elbows at each end, oriented downward.
 - e) Mounting brackets shall be painted to match PBB.

2.6.10.3 Air Duct:

- a) The air ducting from the TAD tube to the Hose Reel shall be double wall, insulated ducting, equivalent to the McGill Airflow Ducting referenced in EXHIBIT II.
- b) The air ducting from the TAD tube to the PCAir unit shall be a combination of:
 - i) Double wall insulated ducting, equivalent to McGill ZaTficm double-wall insulated duct.
 - ii) Insulated flexible hose, equivalent to Flexaust hose
- c) All air ducting shall be supported to ensure proper air flow, prevent condensate collection and prevent damage to the ducting.

2.6.10.4 Hose Reel:

- a) Shall be a Hall Industries E6850 Powered Hose Reel.
- b) Shall be mounted under the Teleradial PBB Service Stair platform. Hose reel mounting shall be via bolted connections only. Vendor shall supply the required bolting hardware.
- c) Other Hose Reel options shall include: Auto Rewind / Deploy Stop Sensors, Contactor for PBB Interlock, Swivel Stops on Hose Reel,
- d) Hose reel shall be power coated and the color shall be safety yellow.

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- 2.6.10.5 Hose – Supply to Aircraft: The hose to the aircraft shall be supplied with the Hose Reel and shall include:
- a) Three (3) 25 ft. lay flat hose sections, zipper connections.
 - b) One (1) mini-milo aircraft adaptor, with clamps. Adaptor must be capable of servicing the aircraft mix (identified above).
 - c) One PCA-Flexlink clamp
 - d) 14" to 8" lay flat hose reducer

2.7 CERTIFICATIONS

The unit shall be certified by a NRTL for compliance to UL-1995 and CSA-C22.2 No. 236.M90. Evidence of such compliance shall be submitted in the Vendor's Bid.

2.8 NON-CONFORMING GOODS

- 2.8.1 The City of Philadelphia has the right to disapprove or reject the PCAir units or any materials to be used for the installation of the PCAir units (the "Goods") or any PCAir installation support works (the "Services") the City of Philadelphia believes to be non-conforming.
- 2.8.2 If the City of Philadelphia elects to reject the Goods or Services, in whole or in part, the City of Philadelphia's notice to Vendor will describe in sufficient detail the non-conforming aspect of the Goods or Services. If the Goods have been delivered to the City of Philadelphia, Vendor shall promptly, and within the required number of days as determined by the City of Philadelphia, remove and replace or modify the rejected Goods.
- 2.8.3 Vendor shall bear all costs, losses and damages attributable to the removal and replacement or modification of the non-conforming Goods or Services.

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2.9 INSPECTIONS

2.9.1 *Inspection Prior To Shipment*

- 2.9.1.1 The City of Philadelphia reserves the right to conduct a pre-delivery inspection, at the Equipment manufacturing location, to perform any of the inspections and tests as set forth in this Specification where such inspections are deemed necessary to assure conformity to this Specification and the contract requirements. The Vendor or Equipment Manufacturer shall supply the City of Philadelphia's inspection representatives with instruments and all such assistance as they may find necessary. The Vendor and the Equipment Manufacturer hereby give permission to the City of Philadelphia to perform such inspections and tests and to do so at the Equipment Manufacturer's premises.
- 2.9.1.2 Vendor shall provide the City of Philadelphia 15-days written notice, prior to the readiness of the Equipment DOA's inspection.
- 2.9.1.3 This inspection shall be a two (2) day final inspection and witness of factory testing of the Equipment. The City of Philadelphia's representatives shall review compliance to this Specification, perform and manufacturing in-process inspection, perform a quality system audit and witness Factory Acceptance Testing of one or more pieces of Equipment. Two (2) City of Philadelphia representatives shall conduct this inspection.
- 2.9.1.4 The City of Philadelphia reserves the right to approve shipment of the Equipment until the City of Philadelphia is satisfied that the Equipment meets the requirements of this Specification and have successfully passed the required functional tests. The Vendor is NOT allowed to ship any Equipment without prior written approval of the City of Philadelphia.
- 2.9.1.5 During this inspection, the City of Philadelphia shall generate a Punch List or Non Compliance report for deficiencies that the Vendor or Equipment Manufacturer must rectify. Once these deficiencies are corrected, the Punch List must be so annotated by the Equipment Manufacturer's Quality Assurance Manager and submitted to the City of Philadelphia for approval.

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2.9.1.6 If on the basis of any inspections or testing, the Equipment appears to be conforming, the City of Philadelphia will give Vendor prompt notice thereof. If on the basis of said inspections or testing, the Equipment appears to be non-conforming, the City of Philadelphia will give Vendor prompt notice thereof and will advise Vendor of the required remedies and if such remedies must be accomplished prior to shipment and if a subsequent inspection by the City of Philadelphia's representative will be required prior to shipment.

2.9.2 *Inspection Upon Delivery*

2.9.2.1 Vendor, the City of Philadelphia's representative and installing contractor shall inspect the Goods upon delivery at PHL solely for purposes of identifying the various components of the Goods and general verification of quantities and observation of apparent condition in order to ensure Goods are acceptable and suitable for installation at PHL. Such inspection will not be construed as final or as receipt of any Goods or Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.

2.9.2.2 Within three (3) days of such receiving inspections, Vendor shall provide the City of Philadelphia with written notice of Vendor's determination regarding conformity of the Goods upon delivery. In the event Vendor does not provide such notice, it will be presumed by the City of Philadelphia that the Goods are suitable for Installation.

2.9.3 *Inspection During Installation Process*

2.9.3.1 Provide personnel to conduct on-site inspection of installation.

2.9.3.2 If, on the basis of any inspections or testing, the Goods or Services appear to be nonconforming, inform the City of Philadelphia in writing.

2.10 FACTORY ACCEPTANCE TESTING

2.10.1 The Vendor, in conjunction with the PCAir Manufacturer, shall develop a Factory Testing Plan, as part of its overall Quality Plan, which identifies the specific testing to be done at the PCAir Manufacturer's factory. The Factory Tests must confirm, to the extent possible, that all features, functions and capabilities of the PCAir units, as defined in this Specification and Contract Documents, are performing as intended.

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The Factory Test Plan shall be submitted with the Vendor's Quality Plan and approved by the City of Philadelphia thirty (30) days prior to any Factory Tests being conducted.

2.10.2 The Factory Test Plan, shall at a minimum, address the requirements in the paragraph below and shall constitute the Factory Tests to be witnessed by the City of Philadelphia's representative(s).

2.10.3 *PCAir Test Criteria*

- a) At specified cooling design day conditions, verify temperature, pressure and volume of unit on all Cooling Mode settings.
- b) At specified heating design day conditions, verify temperature, pressure and volume of unit on all Heat Mode Settings.
- c) Damper at start-up
- d) Actual Weight
- e) Verify all functions of Pendant Control
- f) Noise Level

2.11 ON-SITE FUNCTIONAL TESTING

2.11.1 The Vendor shall develop an On-Site Testing Plan, as part of its overall Quality Plan, which identifies the specific testing to be done by the Installing Contractor after the PCAir units are installed per this Specification. The On-Site Testing must confirm that the PCAir units function as intended and that any additional or modified features or functions of the PBB's operate as intended and as defined in this Specification. The On-Site Test Plan shall be submitted with the Vendor's Quality Plan and approved by the City of Philadelphia thirty (30) days prior to any On-Site Tests being conducted.

2.11.2 The items listed in paragraphs below shall be considered as "suggested" tests and in no way shall be interpreted as a complete and comprehensive On-Site Test Plan. The Vendor has the responsibility to identify such tests and develop the On-Site Test Plan to ensure the PCAir units and installation comply with the requirements of this Specification and Contract Documents. The City of Philadelphia reserves the right to witness any or all On-Site Tests.

2.11.3 *PCAIR Test Criteria*

- a) PCAir unit functions properly when operated with Pendant Control (all modes and aircraft selections)
- b) Hose reel operation – deploy and retract
- c) Hose reaches connection points for all specified aircraft
- d) PBB does not operate when PCAir is running or the PCAir hose is deployed from the Hose Reel.
- e) Warning lights / enunciators on PBB console.
- f) TAD tube operates freely and without restriction as PBB "C" tunnel is extended and retracted.

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2.12 DESIGN

2.12.1 Shop Drawings

2.12.1.2 Vendor shall submit Shop Drawings, as defined herein, for the City of Philadelphia's review and approval in accordance with the schedule required in approved Progress Schedule. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the City of Philadelphia the services, materials, and equipment Vendor proposes to provide.

2.12.1.3 Where a Shop Drawing is required by the Contract Documents, any related work performed prior to the City of Philadelphia's approval of the pertinent submittal will be at the sole expense and responsibility of Vendor

2.12.1.4 Shop Drawing submittals shall be organized and grouped into Submittal Packages by Section, Paragraph and Sub-paragraph. For example:

- a) Each Submittal Package shall include a written certification, in the form of the Specification Compliance Matrix, that Vendor has reviewed this Specification, as amended by any Vendor Exceptions made part of the Contract Documents, and Shop Drawings and confirmed that the Submittal Package is:
 - i) in compliance with the requirements of this Specification, in which case the City of Philadelphia shall be entitled to rely on such certification from Vendor, or
 - ii) not in compliance with the requirements of this Specification, in which case the Vendor shall explain the variation and describe the alternative proposed. The City of Philadelphia reserves the right to deny the variation and require the Vendor to fully comply with the requirements of this Specification, as amended by any Vendor Exceptions made part of the Contract Documents.

2.12.1.5 The Specification Compliance Matrix shall also indicate on what drawing or in what document Specification compliance or non-compliance is documented.

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- 2.12.1.6 The Vendor shall submit a proposed Specification Compliance Matrix form to the City of Philadelphia for review and approval within 15 Days of the NTP.
- 2.12.1.7 Vendor's Shop Drawings shall provide sufficient detail and be organized in a manner so that compliance to this Specification can be easily determined by the City of Philadelphia.
- 2.12.1.8 Manufacturing drawings shall not be considered acceptable as submittal documents.
- 2.12.1.9 Submittals will also include proof of compliance with codes, regulations and testing requirements.
- 2.12.1.10 Before submitting each Shop Drawing, Vendor shall have determined and verified:
 - a) all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and
 - b) that all materials are suitable with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of the PCAir units and Installation Works.

2.12.2 The City of Philadelphia's Review Of Shop Drawings

- 2.12.2.1 The City of Philadelphia will provide timely review of Shop Drawings.
- 2.12.2.2 The City of Philadelphia's approval will not relieve Vendor from responsibility for any variation from the requirements of the Contract Documents unless the City of Philadelphia has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval.

2.12.3 *Re-Submittal Procedures For Shop Drawings*

- 2.12.3.1 Vendor shall make corrections required by the City of Philadelphia and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Vendor shall direct specific attention in writing to any revisions other than the corrections called for by the City of Philadelphia on previous submittals.

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2.13 INSTALLATION

- 2.13.1 Testing and Commissioning of systems shall be the responsibility of the awarded vendor.
- 2.13.2 The awarded vendor shall inspect the installation of PCAir and associated electrical work, tubing and air ducts.
- 2.13.3 The awarded vendor shall provide complete functional testing to the satisfaction of the Airport designated Engineer.
- 2.13.4 The awarded vendor shall provide a factory trained field representative that shall be present at the job site during installation and testing, and while "Punch List" discrepancies are being corrected.

2.14 TERFACE WITH OTHER WORK

- 2.14.1 Installation of unit shall be coordinated with other trades associated with project.

2.15 STARTUP OF EQUIPMENT

- 2.15.1 The awarded vendor's field representative shall prepare and startup equipment.
 - 2.15.1.1 The awarded vendor shall coordinate this service with the installing contractor and the Owner/Tenant.
- 2.15.2 The awarded vendor shall adjust for proper operation within manufacturer's published tolerances.
- 2.15.3 The awarded vendor shall demonstrate proper operation of equipment to Owner/Tenant.

2.16 CLEANING

- 2.16.1 Clean unit from all construction dust and debris prior to start-up.
- 2.16.2 Touch up scratched or marred surfaces to match original finish.

2.17 DEMONSTRATION

- 2.17.1 Provide operating instruction using manufacturer's field service personnel at project after commissioning of PCAir.

SECTION 3: BID EVALUATION AND AWARD

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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 MBEC documents (if applicable)

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

3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 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 item to be eligible for award.

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

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.

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3.2.3 Performance Security

If the total award amount exceeds \$500,000, the Master Performance Security Program does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.2.1 and 1.2.2 shall apply.

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

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

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

3.2.5 Insurance

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

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

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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.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

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

4.1.2 Invoices shall be submitted after delivery and acceptance of the Product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information as specified in Section 4.2.11., 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.

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.**

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4.2 VENDOR RESPONSIBILITY

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

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

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

4.2.4 DELIVERY:

Unless otherwise specified in Section 2, delivery of product and/or service will be made September 2009.

4.2.4.1 Liquidated Damages

Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.

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

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

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

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

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

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

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

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cited on the purchase order. Reference to the specific line item is helpful.

4.3 **PRICE INCREASE OR DECREASE:**

4.3.1 Contractor shall provide Pre-Conditioned Air Units at the prices set forth in Section 5 for period of Twelve (12) months; thereafter, service may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for additional one (1) year period(s). Contractor may increase prices for the Three (3) renewal period(s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing.

In no event shall the increased prices exceed contractor's published charges for non-educational state and local governments on the effective date of the adjustment, under similar terms and conditions.

The City reserves the right to review the propriety if the price rise and cancel the contract at its discretion.

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.

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

Failure to notify the City within the time frame specified in 4.3.1 will result in a commensurate delay in implementing the price change.

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

SECTION 5: PRICING

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

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

	<u>Qty</u>	<u>Unit of Measure</u>	<u>Unit Price</u>
5.1 Twenty-four (24) Pre-Conditioned Air Units (PCAir), in accordance with Section 2, Specifications	1	LO	\$ _____
State Manufacturer: _____			
State Model No. _____			
5.2 Shipping/Delivery Charge for twenty-four (24) Pre-Conditioned Air Units (PCAir), above, in accordance with Section 2, Specifications	1	LO	\$ _____
5.3 Meetings, Installation Support and Training for twenty-four (24) Pre-Conditioned Air Units (PCAir), above, in accordance with Section 2, Specifications	1	LO	\$ _____

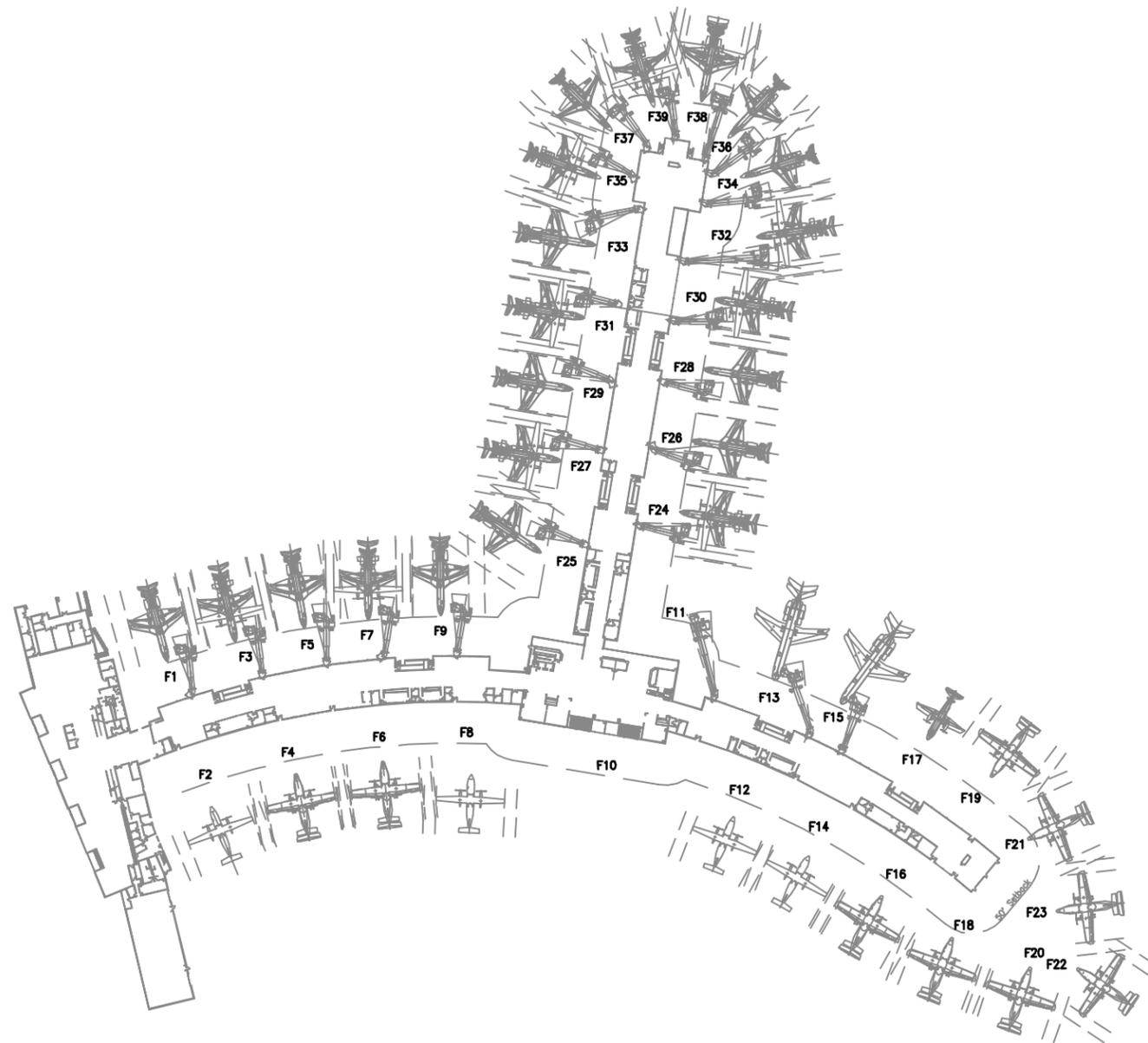
Extended Total Bid Amount \$ _____
(Unit Price X Quantity
for all items bid).

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

TYPE OF TRANSPORT: _____

EXHIBIT I

**EXISTING TELERADIAL PASSENGER
BOARDING BRIDGE PHL. TERMINAL - F**



EXISTING TELERIAL PASSENGER BOARDING BRIDGE PHL. TERMINAL-F			
GATE #	MODEL #	SERIAL #	DATE MFG.
F1	TR 58/68-15125	39469	02/01
F3	TR 58/68-15/25	39055	01/01
F5	TR 58/68-15/25	39057	01/01
F7	TR 58/68-15/25	39059	01/01
F9	TR 58/68-15/25	39052	01/01
F25	TR 58/68-15/25	39056	01/01
F27	TR 58/68-15/25	39058	01/01
F29	TR 58/68-15/25	39069	02/01
F31	TR 58/68-15125	39062	04/01
F33	TR 58/76-15/25	39071	02/01
F35	TR 54/64-15/25	39065	03/01
F37	TR 62/72-15/25	39067	02/01
F39	TR 58/68-15/25	39060	02/01
F38	TR 78/88-15125	39068	02/01
F36	TR 62/72-15/25	39066	02/01
F34	TR 66/76-15/25	39064	03/01
F32	TR 102/112-15/25	39063	03/01
F30	TR 58/68-15/25	39061	02/01
F28	TR 58/68-15/25	39051	01/01
F26	TR 58/68-15/25	39050	01/01
F24	TR 58/68-15/25	39049	01/01
F11	TR 90/100-15/25R	39070	03/01
F13	TR 74/84-15/25	39053	04/01
F15	TR 58/68-15/25	39054	01/01

NOTE:

1. ALL INFORMATION IS BASED ON FMC JETWAY SYSTEM'S EQUIPMENT.

GATE SCHEDULE
NTS

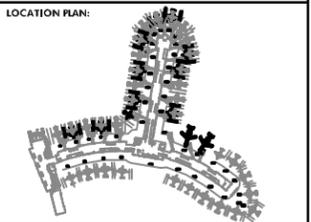
APPROVED:

CONSULTING ENGINEER _____ DATE _____

AIRPORT ENGINEERING MANAGER _____ DATE _____



SEAL:



REVISION	DESCRIPTION	DATE

**PHILADELPHIA INTERNATIONAL AIRPORT
USAIRWAYS TUG CHARGERS
PHASE 1 GATE SCHEDULE**

JOB. NO: 2008-093	CHECKED:
DRAWN:	DATE: 12/29/2008
WORK NO.	
DRAWING NO.	PCA-1
SHEET NO.	33 of 6

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 Minority Business Council Participation is required be sure to fill out all appropriate forms. If you have questions call MBEC at (215) 686-6232.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet **all** qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. FAXed bids will not be accepted.
- **Do not** submit counter terms or conditions. **Your bid will be rejected.**
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts: All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

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

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



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

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **\$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, 2008 – June 30, 2010

(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, 2008 to June 30, 2010**, 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**" **2008 – 2010** 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 7/1/08 to 6/30/10
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)

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

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

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

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$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.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$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)



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.