



*First Judicial District of Pennsylvania
Procurement Unit
Philadelphia City Hall, Room 368
Philadelphia, Pennsylvania 19107
(215) 683-7940
(215) 683-7942 fax
<http://courts.phila.gov>*

Marc Flood, Esquire
Deputy Court Administrator

October 30, 2019

Dear Prospective Vendor:

You are invited to submit a bid for City Hall HVAC System Preventative Maintenance in accordance with the enclosed Invitation to Bid ("ITB").

All proposals must be submitted in *five (5) copies to: City Hall HVAC System Preventative Maintenance, First Judicial District of Pennsylvania ("FJD"), Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107.*

Proposals must be received in a sealed envelope at the above address no later than **3:00 P.M., Thursday, December 19, 2019.** Late bids will not be considered regardless of the reason.

All questions should be directed, in writing, to the FJD's Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, Fax: (215)683-7942 or via email at Procurement_CityHall@courts.phila.gov. The deadline for vendors' questions is *3:00 p.m., Thursday, December 5, 2019.* Answers to any questions raised will not be official until verified, in writing, by the issuing office.

Prior to submission of questions and/or proposals, a *mandatory walk-through* tour will be held for all Vendors who wish to respond to this ITB on **Thursday, November 21, 2019.** Vendors will meet representatives of the FJD at **Philadelphia City Hall Jury Assembly Room 195, at 9:30 a.m.** Notwithstanding the tour, all questions must be submitted in writing.

We expect that evaluation of the proposals and selection of the Vendor will be completed as soon as possible; all Vendors will be notified accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Flood".

Marc Flood, Esquire
Deputy Court Administrator

Enclosure: Invitation to Bid

**First Judicial District of Pennsylvania
Procurement Unit
INVITATION TO BID / QUOTE**

<p>DELIVERY POINT:</p> <p>First Judicial District of Pennsylvania Procurement Unit 368 City Hall Philadelphia, PA 19107</p>	<p style="text-align: center;"><i>Bids must be received no later than 3:00 p.m., Thursday, December 19, 2019</i></p> <p style="text-align: center;">addressed to: First Judicial District of Pennsylvania Procurement Unit 368 City Hall Philadelphia, Pennsylvania 19107 Attn: City Hall HVAC System Preventative Maintenance ITB Phone No.: (215) 683-7940 FAX: (215) 683-7942 Email: Procurement_CityHall@courts.phila.gov</p>
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ALL PRICES FOR SERVICES/ITEMS MUST BE F.O.B. TO ABOVE DELIVERY POINT(S);
PRICES MUST BE IN EFFECT FOR A MINIMUM OF NINETY (90) DAYS; AND
PRICES MUST BE NET, EXCLUSIVE OF ANY FEDERAL, EXCISE, OR PENNSYLVANIA SALES TAX.

ITEM NO.	DESCRIPTION	Facility	Cost
	<p>City Hall HVAC System Preventative Maintenance Preventative Maintenance for HVAC equipment that is listed below.</p> <p>Equipment Located in the following City Hall Offices:</p> <ul style="list-style-type: none"> • 133 City Hall • 143 City Hall • 195 City Hall (Rooms 87 and 92) • 300 City Hall • 368 City Hall • 370 City Hall • 378 City Hall • 380 City Hall • 384 City Hall • 387 City Hall • 395 City Hall • 668 City Hall • 791 City Hall 		
Signature (<i>Authorized Vendor Representative</i>)		Reference No.	Date of Bid
Vendor Name		Discount Terms	
Vendor Name		Contact Name/Phone No.	

First Judicial District of the Commonwealth of Pennsylvania

Invitation to Bid
for
City Hall HVAC System
Preventative Maintenance

October 30, 2019

1. Purpose

The First Judicial District of the Commonwealth of Pennsylvania, hereafter known as the “FJD”, issues this Invitation to Bid (“ITB”) for qualified vendors to provide labor, materials, equipment and other requisite services necessary for a preventative maintenance program for the mechanical heating, ventilating and air conditioning equipment serving offices within Philadelphia City Hall.

2. Scope of Task

The FJD desires to engage a Vendor to provide preventative maintenance for the Philadelphia City Hall HVAC System. Vendors shall submit a bid to cover the materials and labor costs based on the offices listed in the Bid Quote Form of this ITB.

3. Bid Quote Form

All Vendors must submit a cost breakdown for the implementation of their solution of this project as described in this ITB. The Bid Quote Form is enclosed for your reference.

4. Issuing Office

The FJD, as noted below, is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein and is the only office authorized to change, modify, amend, alter or clarify the specifications, terms and conditions of this ITB. The FJD reserves the right to cancel this ITB at any time. All communications regarding this procurement must be in writing and addressed (via U.S. Mail, fax, or email) to:

First Judicial District of the Commonwealth of Pennsylvania
Procurement Office
Philadelphia City Hall, Room 368
Philadelphia, PA 19107
Attention: Marc Flood, Esquire
Fax Number: (215) 683-7942
Email: Procurement_CityHall@courts.phila.gov

5. Preparation of Bid

Bids must be written in ink or typewritten, shall be signed and placed in a sealed envelope or carton. The bid must be signed by the owner if a sole proprietor or by a general partner if the bidder is a partnership. If the bidder is a corporation, the bid must be signed by the president or vice-president and attested to by the secretary, treasurer or assistant secretary or treasurer, and must bear the corporate seal.

- a) No bid will be considered if not received at the designated office and by the time specified in this ITB. Timely delivery shall be judged by the date of **actual receipt**.
- b) No bid shall be withdrawn for **60 days** from the date of the deadline specified for submission of bids, except as otherwise provided herein. Bidders may be given permission to withdraw a bid before opening upon receipt of written notification or by personal request of the bidder of which the request must be submitted no later than forty-eight (48) hours before the time fixed for the opening and consideration of Bids.
- c) No changes in prices, terms and conditions will be considered after the deadline for submission of bids.

6. Criteria for Selection

All responses from Vendors will be reviewed and evaluated by a committee of personnel selected by the FJD. This Committee will recommend for selection the proposal that most closely satisfies the requirements of the ITB and the needs of the FJD.

6.1 Vendor's Qualifications

This refers to the ability of the Vendor to meet all the terms of the ITB, especially the quality, relevancy, and recency of projects completed by the Vendor. This also includes the Vendor's financial ability to undertake the project.

6.2 Personnel Qualifications

This refers to the competence of professional and technical personnel who would be assigned to the job by the Vendor. Qualifications of professional personnel will be measured by experience, with particular reference to experience on similar projects described in the ITB including, but not limited to, support services.

6.3 Understanding the Problem and Needs

This refers to the Vendor's understanding of the needs and/or problems generated by the project specified in the ITB, the objectives in asking for the services and the nature and scope of the work involved.

6.4 Cost and/or Commission Rate

This factor will be weighted heavily but will not necessarily be the deciding factor in the selection process.

7. Additional Conditions Governing the Procurement Process

The following additional conditions govern this procurement:

7.1 Rights Reserved

Upon determination that its best interests would be served, the FJD shall have the right to:

- Cancel the procurement at any time prior to the contract award;
- Amend this solicitation at any time prior to bid closing time and date;
- Refuse to consider bids which do not conform to solicitation requirements. One copy of any proposal which is returned as nonconforming will be retained by the FJD for documentation purposes;
- Require bidders, at their expense, to submit written clarification of bids in any manner or format that the FJD may require;
- Require that all bids submitted in response to this solicitation, upon receipt by the FJD, become the property of the FJD;
- Invite some bidders, but not necessarily all, to make an oral presentation or a demonstration of their proposed system to assist the FJD in its determination of award. The FJD reserves the right to limit the number of Vendors invited to make such a presentation or demonstration;
- Allow no additions or changes to the original proposal after the due date specified herein, except as may affect all bidders;
- Award in part or reject any and all bids in whole or in part;
- Waive technical defects, irregularities and omissions;
- Reject the proposal of any Vendor in default of any prior contract or for misrepresentation of material(s) presented;
- Request a "best and final" proposal of one or more Vendors;
- Allow a Vendor to remedy in writing any deficiency which is not material.

7.2 Acceptance and Rejection of Proposals

- No award will be made to any Vendor who is in default of any bid, purchase order, or contract with the FJD or its components, prior to the date of the ITB under consideration;
- All responses accepted by the FJD shall become binding contracts upon approval of contract as to form by the Legal Department of the FJD.

7.3 Penalty for Failure to Execute Contract

Any Vendor not lawfully released from his or her bid, who refuses to execute a contract or who refuses to furnish any required bonds and insurance, shall be liable to the FJD in the amount of the check deposited as security for his or her proposal as liquidated damages; or where the damages are readily ascertainable, such Vendor shall be liable for the actual loss or damage sustained because of failure of the Vendor to enter into such contract.

7.4 Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE)

Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE) as defined by the City of Philadelphia's Office of Economic Opportunity ("OEO") are encouraged to participate in any/all FJD solicitations as prime proposers. Prime proposers who are not M/W/DSBEs are encouraged to utilize M/W/DSBEs as sub-vendors whenever possible. In doing so, proposals / bids should identify your organization's intended amount of M/W/DSBE participation in the project by listing both dollar amount and its reflective percentage of the total proposal.

8. Non-Discrimination

During the term of any subsequent contract resulting from this procurement, vendor agrees to the following:

- 8.1** Vendor shall not discriminate nor permit discrimination against any employee, applicant for employment, independent Vendor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability in the performance of this contract. Vendor shall comply with all federal and state laws prohibiting discrimination.
- 8.2** Furthermore, pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C.F.R. and 35.101 et seq.*, the Vendor understands and agrees that no individual with a disability shall, on the basis of such disability, be excluded from participation, in or from activities provided for, as a result of this procurement. As a condition of accepting and executing any contract, the Vendor agrees to comply with the "*General Prohibitions Against Discrimination*", *28 C.F.R. and 35.130*, and all other regulations promulgated under *Title II of the Americans With Disabilities Act*, which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania, the City of Philadelphia, and/or the FJD, through contracts with outside Vendors.
- 8.3** Vendor shall take steps to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, or disability in the performance of this procurement. Such nondiscrimination shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- 8.4** Vendor shall, in advertisements or requests for employment placed by or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- 8.5** Vendor shall include the provisions of this nondiscrimination clause in every subcontract pertaining to the performance of this procurement so that such provisions will be binding upon each subcontractor. In the event of a violation of subcontractors, Vendor shall promptly notify Marc Flood, Esquire, Deputy Court Administrator, First Judicial District of Pennsylvania, Procurement Unit, 368 City Hall, Philadelphia, Pennsylvania 19107, in writing.
- 8.6** In the event of Vendor's noncompliance with the nondiscrimination clause of this procurement or with any such laws governing nondiscrimination, Vendor shall take all steps necessary to come in compliance with this nondiscrimination clause. Further, in the event of Vendor's noncompliance with the nondiscrimination clause of this procurement or with any such laws

governing nondiscrimination, any subsequent contract may be terminated or suspended, in whole or in part, whereupon all obligations on this procurement shall cease, save only the obligation to pay to Vendor the sums due for goods and services already provided prior to the date of termination. In the event of continued refusal by Vendor to comply with this nondiscrimination clause, Vendor may be declared temporarily ineligible for further Administrative Office of Pennsylvania Court ("AOPC") contracts, and other sanctions may be imposed and remedies invoked.

- 8.7** It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor has delegated some of its employment practices.
- 8.8** Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provision of this nondiscrimination clause.
- 8.9** Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually manufactured, produced, assembled, or delivered.
- 8.10** The Vendor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the City of Philadelphia, the FJD, and the AOPC, their officers, agents and employees, from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania, City of Philadelphia, the FJD, and the AOPC, their officers, agents and employees, as a result of the Vendor's failure to comply with this nondiscrimination provision.
- 8.11** Vendor 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 in hiring tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, religion, national origin or ancestry, constitutes a substantial breach of contract entitling the FJD to all rights and remedies provided in the contract or otherwise available in law or equity.

9. Public Disclosure

All materials submitted in response to this ITB become the property of the FJD, and thereby, become part of the public record and may be subject to public review. As a general rule, the FJD does not disclose any personally or professionally identifiable information collected or obtained through normal FJD business practices and/or procedures except where permission has been obtained or where the information is classified as public information under the State of Pennsylvania's Right to Know Act (65 P.S., 67.101 et seq.), Pennsylvania's General Assembly's Act 3 of 2008, or any other applicable laws. Any/All participating parties should be aware that information collected or obtained by the FJD through a solicitation and/or business relationship may be subject to examination and inspection if such information is a public record and not otherwise protected from disclosure. Furthermore, no public agency, official, employee, and/or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon the release of a public record if the public agency, official, employee, and/or custodian acted in good faith in attempting to comply with the provisions of said Acts and/or applicable laws.

10. Terms and Conditions of Contract

The formal contract to be entered into with the successful Vendor shall contain, at a minimum, the terms and conditions set forth in this Section. *The terms and conditions expressed herein are not subject to Vendor negotiation.*

10.1 Type of Contract

The contract resulting from this procurement will be a firm, fixed price contract pursuant to Vendor's rate schedule as detailed in Attachment 1.

10.2 Terms of the Contract

- (1) The contract shall begin on the first day after it has been fully executed by the parties, and shall expire, unless earlier terminated otherwise pursuant to this Agreement, at the completion of all specified tasks and delivery of all contracted products, goods, and services as defined in said contract.
- (2) The order of documents in the contract shall be:
 - Contract, including written riders or addenda
 - Amendments to ITB and written answers to questions, if applicable
 - ITB
 - Vendor's Bid
- (3) No amendment or modification changing the contract's scope or terms has any force or effect unless it is in writing and signed by all parties to the contract. The subsequent contract shall be binding upon the parties and their respective successors and officers.

10.3 Contract Administrator

Upon execution of a contract, the FJD shall designate a Contract Administrator. The Contract Administrator shall be the single authority to act for the FJD under the contract. Whenever the FJD is required by terms of the contract to provide written notice to the Vendor, such notice must be signed by the Contract Administrator, or in that individual's absence or inability to act such notice shall be signed by the Contract Administrator's designee.

10.4 Vendor's Responsibilities

The selected Vendor will be required to assume sole responsibility for all services offered and products to be delivered as stated in its proposal whether or not the Vendor is the manufacturer or producer of said services. The FJD will consider the selected Vendor to be the sole point of contact with regard to all contractual matters.

10.5 Independent Capacity of the Vendor

In the performance of this contract, the Vendor, its officers, employees, agents or subcontractors will act in an independent capacity and not as officers or employees of the FJD.

10.6 Subcontracting

Except as provided in the Vendor's proposal, no contract shall be made by the Vendor with any other party for furnishing any of the work or services herein contracted for without the consent and written approval of the Contract Administrator. This provision will not require the approval of contracts of employment between the Vendor and personnel assigned for services thereunder.

10.7 Disputes

In the event that any dispute arises between the parties under the contract, the Contract Administrator shall make a determination in writing and shall send the same to the Vendor. The Vendor shall thereafter, in good faith and with due diligence, render such performance as the Contract Administrator has determined is required. If the Vendor believes the decision of the Contract Administrator to be in error, the Vendor's sole remedy is to make such claims as it may desire to the Board of Claims pursuant to the Act of May 20, 1937, P.L. 728, No. 193, as Amended. (72 P.S. §4651-1 *et seq.*) Pending a final judicial resolution of any such claim filed with the said Board, the Vendor shall proceed diligently and in good faith with the performance of this Agreement as interpreted by the FJD, and the FJD shall compensate the Vendor pursuant to the determination of the Contract Administrator.

10.8 Early Termination

The performance of work under any contract may be terminated, without penalty, by the FJD for any reason upon ten (10) days notice, whenever the Contract Administrator shall determine that

such termination is in the best interest of the FJD. Any such termination shall be effected by delivery to the Vendor of a notice of termination specifying the extent to which performance of the work under the contract is terminated and the date on which termination becomes effective. In the event of such termination, the Vendor will be compensated for all work performed for which payment has been met and deliverables accepted prior to the termination date and for all reasonable costs to which the Vendor has, out of necessity, obligated itself as a result of the contract. In no event, however, shall the Vendor be paid for loss of anticipated profits. Title to any equipment or hardware provided and accepted by the FJD prior to the date of termination, and for which payment is made, shall pass to the FJD.

10.9 Default

(1) Termination by FJD

The FJD may terminate the contract without penalty in any one of the following circumstances after mailing written notice of default to the Vendor specifying such failure:

- i.** If any hardware, software or equipment which is required to meet the standard of performance as and when called for under any contract fails to do so; or
- ii.** If the Vendor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms. FJD, at its discretion, may give the Vendor thirty (30) days (or a longer period as the Contract Administrator may authorize in writing) to cure such failure to default.

(2) FJD's Options at Termination

In the event the FJD terminates the contract, the FJD may, at its sole option:

- i.** Retain such hardware, equipment, software, and documentation as has been provided, obtaining clear title to the same.
- ii.** Return, as is, all hardware, equipment, software, and documentation to Vendor at Vendor's expense in which instance the Vendor must return all monies previously paid by the FJD within five (5) business days of receipt of such hardware, equipment, software, and documentation.
- iii.** Payment for materials delivered to and accepted by the FJD and for the preservation and protection of property shall be in an amount agreed upon by the Vendor and FJD. The FJD may withhold from amounts otherwise due the Vendor for said completed materials such amounts determined by the FJD to be necessary to protect it against losses because of outstanding claims. The Vendor shall, upon direction of the FJD, protect and preserve property in possession of the Vendor in which the FJD has an interest.

(3) Vendor's Liability in FJD Termination

In addition to the remedies provided above, the FJD may hold the Vendor liable for actual, incidental and consequential damages arising or resulting from the termination of the contract due to a breach by Vendor. In the alternative, the FJD may, in addition to the remedies specified herein, impose liquidated damages as set forth below.

(4) Vendor's Freedom from Liability

The Vendor shall not be liable for any damages if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to acts of God, acts of the FJD solely in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of either the Vendor or its subcontractor(s). When such a cause arises, the Vendor shall notify the FJD immediately,

in writing, of its failure to perform describing the cause of failure and how it affects performance and the anticipated duration of the inability to perform. The FJD shall review the information provided and may at its sole option rescind the contract.

(5) FJD's Rights and Remedies

The rights and remedies of the FJD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. The failure of the FJD to insist on strict performance shall not constitute a waiver of any of the provisions of the contract or any remedy provided by law.

(6) Default by FJD

The FJD shall be in default under the contract when the FJD fails to pay any amount when due or fails to comply with any other material term or condition of the contract, and the Vendor has provided the FJD with thirty (30) days advance written notice that it will take action hereunder. Upon the FJD's default, any unpaid amounts shall, at Vendor's option, become due and payable.

(7) FJD Recovery

In the event the FJD is required to undertake any legal action to enforce its rights and remedies under the contract, the FJD shall be entitled to recover reasonable attorney fees and costs.

10.10 Payment Provisions

Final delivery and acceptance of all products, services, and deliverables which are defined in this ITB and the subsequent contract resulting there from will be recognized for the purposes of payment to the Vendor.

10.11 Vendor's Liability; Hold Harmless; Insurance

(1) Vendor shall purchase and maintain, at its expense, the following types of insurance issued by companies acceptable to the FJD: (1) workers' compensation insurance sufficient to cover all of the employees working to fulfill the contract; (2) comprehensive general liability insurance, property damage insurance, and automobile liability insurance in such amounts as the FJD shall deem sufficient which shall not exceed \$1,000,000 for injury to or death of one person in a single occurrence and \$3,000,000 for injury to or death of more than one person in a single occurrence, and \$5,000,000 for a single occurrence of property damage.

(2) Such policies shall name the FJD as an additional insured. Prior to commencement of work under the contract, Vendor must provide the FJD with current certificates of insurance. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or changed until at least 30 days prior written notice has been given to the FJD.

(3) Vendor shall be responsible for and agrees to indemnify and hold harmless the FJD, their agents, servants and employees, from damage to property or injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits and actions by any party against the FJD, their agents, servants and employees, in connection with work performed by the Vendor, its agents, servants and employees under the contract.

10.12 Indebtedness

(1) If selected, Vendor will be required to certify and represent that they are not currently indebted to the City of Philadelphia and will not at any time during the term of this procurement (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 rights or remedies available to the City at law or in equity, Vendor acknowledges that any breach or failure to conform to this certification may, at the option of the Court, result in the withholding of payments otherwise due to Vendor 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 an Agreement for default (in which case Vendor shall be liable for all excess costs and other damages resulting from the termination).

- (2) Vendor, and any entities under common control with Vendor or controlled by Vendor, are not currently indebted to the City, and will not, at any time during the term of the procurement (including any additional terms) 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), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Vendor shall remain current during the term this procurement with all such payments and shall inform the Court in writing of Vendor's receipt of any notices of delinquent payments within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Vendor acknowledges that any breach or failure to conform to this representation and covenant may, at the option of the Court, result in withholding of payments otherwise due to Vendor and, if such breach or failure is not resolved in the City's satisfaction with 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 the contract for default (in which case Vendor shall be liable for all excess costs and other damages resulting from the termination). In addition, it is understood that false certification or representation is subject to prosecution under title 18 Pa. C.S.A. Sec. 4904.

10.13 Patent, Copyright and Other Proprietary Rights; Indemnification

- (1) Vendor warrants that all equipment, software, supplies and other products provided hereunder and all services do not and will not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party. In the event of any claim by a third party against the FJD, the FJD shall promptly notify Vendor and Vendor shall defend such claim at Vendor's expense and shall indemnify the FJD against any loss, cost, expense or liability arising out of such claim including reasonable attorney's fees.
- (2) The Vendor, at its own expense, shall defend and hold harmless the FJD for any suit which may be brought against the FJD or its agents and employees for the alleged infringement of any U.S. patents, copyrights, or trade secrets by the products furnished under the contract and, in any such suit, will satisfy any final award for such infringement. The FJD shall give prompt notice of such a suit or proceeding and all information and all cooperation to conduct the defense of same. If principles of government or public law are involved, the FJD may participate in the defense of any such action.
- (3) If, in Vendor's opinion, products furnished under the contract are likely to, or do become the subject of a claim or infringement, then without diminishing the Vendor's obligation to satisfy a final award, Vendor may at its option substitute for the alleged infringing products, other equally suitable equipment, software, or products, satisfactory to the FJD, or at the Vendor's option and expense, obtain the rights for the FJD to continue the use of such products. If the use of such products by the FJD shall be prevented by permanent injunction, Vendor shall, at its own expense and at its option, and subject to approval by the FJD either procure the rights to continued use of such products, replace them with

non-infringing products, or modify them so that they are no longer infringing. If the Vendor is unable to do any of the preceding, the Vendor agrees to pay the FJD any amounts paid by the FJD towards the purchase of the products.

(4) The obligations of the Vendor under this paragraph continue without time limit.

10.14 Employment Practices

The Vendor must comply with the Nondiscrimination Clause.

10.15 Taxes

The FJD is exempt from payment of any federal excise or transportation taxes and any Pennsylvania sales or use tax. Vendor must represent that the prices set forth in its bid are exclusive of taxes.

10.16 Prevailing Wage

Historically, the FJD does not require any Vendor to hire/employ unionized personnel, however, the FJD does require the selected Vendor to compensate any personnel and/or subcontractors performing the requisite services of this solicitation at the current prevailing wage levels for similar type work/services; wages, as used herein, shall include all fringe benefits. During the course of a subsequent agreement to this solicitation, any increases in pay granted to organized labor by employers shall also be paid to non-organized personnel doing similar work.

10.17 Assignment

The Vendor shall not assign nor transfer any interest in the contract without prior written approval of the Contract Administrator. This shall not be construed as limiting the Vendor's rights to subcontract as provided herein.

10.18 Compliance with Laws

The Vendor is required to comply with all federal, state and local laws and regulations applicable to its work, and will procure at its expense, all licenses and permits necessary to the fulfillment of its obligations under the terms of the contract.

10.19 Governing Law

This contract and performance hereunder will be governed by and construed in accordance with the laws of Pennsylvania.

10.20 Waiver

No term or provision hereof shall be deemed waived and no breach excused by the FJD unless such waiver of consent shall be in writing. Any consent by the FJD to, or waiver of, a breach by the Vendor, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

10.21 Severability

If any provision of the procurement of the contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. In such event, the Contract Administrator shall determine the extent to which the remainder of the contract may require termination. Pending such determination, performance under the terms of this contract shall continue.

10.22 Most Favored Nation Clause

All of the prices, terms and warranties granted by Vendor herein are comparable to, or better than those rates offered by Vendor to any present customer. If Vendor shall, during the term of the contract, enter into comparable arrangements with any other customer providing better prices, terms and warranties, the contract shall thereupon be deemed amended to provide the same to the FJD. Vendor must inform the FJD promptly of better prices, terms and warranties being made available to customers with comparable arrangements.

10.23 Right to Reject Vendor's Employees

The FJD shall retain the right to reject any of the Vendor's employees or subcontractor(s)' employees as permitted under the contract, whose qualifications, in the FJD's judgment, are

insufficient. In considering the Vendor's employees' qualifications, the FJD will act in good faith and not unreasonably.

10.24 Confidentiality

The Vendor shall not disclose to others any confidential information gained by virtue of the contract.

10.25 Funding Appropriation

The FJD's obligations under the contract are contingent upon the appropriation and availability of government funds for contract purposes. If said government funds are not appropriated, such event will not constitute a default. The FJD agrees to notify the Vendor in writing of such non-appropriation at the earliest possible time.

11. Qualifications to Do Business

The Vendor shall, within five (5) days after receiving a letter of intent to award a contract, provide an opinion letter from its legal counsel that the Vendor is qualified to do business in Pennsylvania and is not prohibited by articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this contract. This opinion letter will acknowledge that the FJD is relying on said opinion in awarding and executing the contract.

12. Prohibition on Foreign Corporations

No contract will be awarded to a Vendor who is a foreign nation corporation or is operating under a fictitious or assumed name, unless the Vendor has complied or has agreed to comply with the regulations governing proper registration under the laws of the State of Pennsylvania and the FJD.

13. Rejection of Collusive Bids

Bids received from any Vendors who engage in collusive bidding shall be summarily rejected. The terms and conditions of the Bid Anti-Rigging Act, the Act of 1983, October 28, P.L. 176, No. 45; 73 P.S. 1611 *et seq.* applies.

14. Rejection of Proposals

The FJD reserves the right to withdraw or cancel this ITB at its discretion at any time prior to execution of a contract to reject any or all proposals or to waive any minor or technical deviations as it may deem fit and proper. The successful Vendor's proposal will become part of the formal contract. All proposals will become the property of the FJD.

15. Incurring Costs

The FJD is not liable for any cost incurred by Vendor in the preparation and presentation of bids. Total FJD liability is limited to the terms and conditions of the contract.

16. Bid Amendments and Rules for Withdrawal

Unless requested by the FJD, no amendments, revisions or alterations to proposals will be accepted after the bid due date. After bid due date, a submitted bid may be withdrawn upon written request of the Vendor. In such instances, the bid bond, if required, may be forfeited upon the granting of such request. Any submitted bid shall remain valid for sixty (60) days after the proposal due date or until a contract is formally executed, whichever comes first.

17. Negotiation of Contract

Negotiations may be undertaken with the Vendor(s) whose proposals satisfactorily identifies the requisite criteria for this project as stated in the ITB. All contracts shall be subject to standard governmental clauses as prescribed by the FJD. The FJD reserves the right to assign the contract to any

person, office, or entity as it deems appropriate or as ordered by the Supreme Court of Pennsylvania.

18. Anti-Bribery

The Vendors' responses to this ITB certify that the Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the FJD.

19. Offer of Gratuities

By submission of a proposal, the Vendor certifies that no gratuities of any type were either offered to or received by an elected or appointed official or employee of the FJD or its political subdivisions in connection with this procurement from the Vendor, the Vendor's agents or employees or subcontractors. Any contract arising from this ITB may be terminated by the FJD.

20. Restrictions on Contact with FJD Personnel

From the date of release of this ITB until such time as a contract is awarded, all contact with personnel employed by or contracted to the FJD is prohibited except as required by this ITB. Violation of these conditions is cause for the FJD to reject a Vendor's bid or rescind any contract awarded pursuant to the ITB.

21. Restrictions on the Use of Former Judiciary Personnel

By submission of a bid, the Vendor certifies that no person formerly employed by the Unified Judicial System on a full time basis within twelve (12) months immediately preceding the date of the release of this ITB had any involvement whatsoever in the preparation of the Vendor's proposal. For purposes of this subsection, a "full time basis" means providing services for a minimum of thirty-five (35) hours per week for a prior of twelve (12) consecutive months, at least one (1) month of which fell within the twelve(12) months immediately prior to the date of the release of this ITB. Furthermore, the Vendor certifies by the submission of the bid that if the Vendor is awarded the Contract, after Contract execution, if any person described above should come into the employ of the Vendor, such person shall not be assigned to this project at any time during the contract period without prior written consent of the FJD.

22. Conflict of Interest

No member of the FJD or any elected or appointed official serving as a member of any committee formed to review or select a Vendor shall have more than a nominal financial interest in any Vendor or Vendors submitting bids in response to this ITB.

23. News Releases

News releases pertaining to this ITB shall not be made without prior approval of the FJD and then only in coordination with the FJD.

24. Indemnification

The selected Vendor shall indemnify, defend and hold harmless the FJD from and against any and all losses, costs (including litigation costs and counsel fees), claims, suits, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property occasioned wholly or in part by Vendor's act or omission or the act of omission of Vendor's agents, subcontractors, employees, or servants pursuant to this procurement.

Scope of Work

Perform six (6) operational visits:

- A systematic inspection and report as to the condition of the equipment will be performed and a detailed report for each inspection will be issued to owner or owner's representative. This report will include equipment log readings, a report on the condition of those items inspected, a list of needed repairs, and recommendations.

Perform comprehensive seasonal inspections (spring and fall)

Inspection and calibration of temperature control systems

Lubricate motors and bearings

Replace belts annually

Clean condensing coils annually

Drain, flush and clean cooling tower sump annually

Leak check refrigerant piping

Flush condensate lines annually

Check all safety devices and calibrate

Additional services included as part of this proposal must be detailed in the following Options Schedule.

Options Schedule

Please check appropriately

Service	Included	Omitted
Air Filter Service Furnish labor and materials to change air handling unit filters up to __ times per year.		
Analysis Services Furnish annual chemical analysis and report on: <input type="checkbox"/> Compressor oil <input type="checkbox"/> Refrigerant <input type="checkbox"/> Condenser water		
Water Treatment Furnish complete water treatment service including chemicals for condenser water circuit.		
Condenser/Cooling Tower Furnish coverage for condenser water pumps, motors, and starters.		
Tube Cleaning (Cleaning of condenser coil annually) Conduct annual visual tube inspection of condenser tubes and mechanically brush clean up to once per year.		
Emergency Service Furnish emergency service between regular inspections.		
Seasonal Inspection Conduct an annual season inspection including annual maintenance requirements.		
Air Handling Units Furnish coverage for air handling units including coils, blowers, motors, starters, and belts.		
Eddy Current Tube Testing Conduct electronic analysis of condenser/cooler tubes for detection of wear, pitting, and corrosion.		
Non-Moving Parts Coverage Furnish coverage on non-moving parts such as tubes, stators, shells, etc.		
Parts Coverage Under this agreement, we will furnish all necessary lubricants, repair and renewal parts required to maintain the equipment in good operating conditions. These items furnished at no extra cost.		
Labor Coverage Under this agreement, we will furnish all necessary labor during regular working hours to install repair parts, make necessary adjustments, and to keep the equipment operating efficiently.		