

BID OPENING DATE AND TIME

On: August 10, 2011

AT: 10:30 A.M.

BID NO. S2Z57190	PAGE 1 OF 40	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time. DEPARTMENT VARIOUS DIVISION VARIOUS AWARDING AGENCY DATE FOR THE PROCUREMENT COMMISSIONER			BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.
			 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685
			NAME AND ADDRESS OF FIRM Federal EIN/Social Security Number BUYER A. Campfield K. Owens

TITLE OF BID: Reformulated Gasoline with 10% Ethanol and Bio Diesel Fuel (ULSD+ varying percentages of BIO made from Soy)

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

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

Participation Ranges

M-BE: BEST to EFFORTS
 W-BE: 1 % to 5 %
 DS-BE: BEST to EFFORTS

Any and all questions about Executive Order 02-05 and bidder compliance should be directed to the Commerce Department Office of Economic Opportunity (OEO) office at (215) 683-2000

BID QUESTIONS

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

For City Use Only

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

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

Under the authority of Executive Orders No. 02-05, as reauthorized, and 14-08, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity ("OEO").

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

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

M-BE	BEST	to	EFFORTS
W-BE	1 %	to	5%
DS-BE	BEST	to	EFFORTS

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

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

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

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

A. M/W/DSBE PARTICIPATION

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

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

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

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

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

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

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

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

B. RESPONSIVENESS

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITY

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

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

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

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

D. ACCESS TO INFORMATION

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

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

E. RECORDS AND REPORTS

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

F. REMEDIES

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

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.

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

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The “total dollar amount of the contract” shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the “total dollar amount of the contract” shall mean the Concession Fee paid to the City.)

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

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (Bid)		COMMERCE DEPARTMENT	
Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises		OFFICE OF ECONOMIC OPPORTUNITY (OEO)	
Name of Bidder		Date of Bid Opening	
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.			
Company Name	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>	Commitment Made Yes (If Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>
Address			Give Reason(s) If No Commitment
Contact Person		Quote Received YES <input type="checkbox"/> NO <input type="checkbox"/>	
Telephone Number	Fax #	Amount Committed To Dollar Amount \$	
OEO CERTIFICATION #		Percent of Total Bid %	
Company Name	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>	Commitment Made Yes (If Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>
Address			Give Reason(s) If No Commitment
Contact Person		Quote Received YES <input type="checkbox"/> NO <input type="checkbox"/>	
Telephone Number	Fax #	Amount Committed To Dollar Amount \$	
OEO CERTIFICATION #		Percent of Total Bid %	
Company Name	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>	Commitment Made Yes (If Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>
Address			Give Reason(s) If No Commitment
Contact Person		Quote Received YES <input type="checkbox"/> NO <input type="checkbox"/>	
Telephone Number	Fax #	Amount Committed To Dollar Amount \$	
OEO CERTIFICATION #		Percent of Total Bid %	
Company Name	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/>	Commitment Made Yes (If Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/>
Address			Give Reason(s) If No Commitment
Contact Person		Quote Received YES <input type="checkbox"/> NO <input type="checkbox"/>	
Telephone Number	Fax #	Amount Committed To Dollar Amount \$	
OEO CERTIFICATION #		Percent of Total Bid %	

(Rev. 1/2008/JS)

¹ M/W/DSBEs listed above must be certified by the OEO prior to bid submission date.
² Failure to give reason for no commitment may result in rejection of your bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 2 40
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Reformulated Gasoline with 10% Ethanol and Bio Diesel Fuel (ULSD+ varying percentages of BIO made from Soy)**

1.2 **SCHEDULE NO: 43**

1.3 **CONTRACT TERM: 10/01/11 to 09/30/2012** (“Initial Term”), with an option to renew for up to **two (2)** additional **one (1)** year periods plus one (1) nine month period (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

1.3.2 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, 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.

1.4 **CONTRACT TYPE: REQUIREMENTS**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 3 40
		FIRM NAME (Must be filled in)	

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

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

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

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

1.5 **METHODOLOGY OF ACQUISITION: PURCHASE** only.

1.6 **STATEMENT OF DIRECTION:**

The City of Philadelphia and School District ("The City") intends to acquire Reformulated Gasoline with 10% Denatured Fuel Ethanol and BioDiesel a blend of various percentage of Bio (100) with Ultra Low Sulfur Diesel Fuel required to operate vehicles and equipment of various City of Philadelphia and School District Departments.

1.7 **BID SECURITY**

For the purposes of this Invitation and Bid, Paragraph 2 of the "Term and Conditions of Bidding and Contract" is deleted. Instead, vendors shall submit a bid bond executed on the City's Forms (Reference is made to Exhibit A) in an amount of 10% of the combined Total for Paragraphs 5.1.2 and 5.2.2 of the Bid. A bid which is not accompanied by this required security will be rejected.

1.8 **BID INFORMATION:**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 4 40
		FIRM NAME (Must be filled in)	

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

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

1.9 BID SUBMISSION:

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

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

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

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

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

1.9.6 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 \$600.00 to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 5 40
		FIRM NAME (Must be filled in)	

1.9.8 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 must submit with their bid, the Local Business Entity Certification number* as issued by the Procurement Department for the prime contractor or the applicable subcontractor.**

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 the 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.”

LBE Certification Number(s)_____

The Procurement Commissioner reserves the right to request this information as well as any additional or clarifying information at any time prior to award of the bid.

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.

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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 6 40
		FIRM NAME (Must be filled in)	

1.9.9

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's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than three (3) business days after the scheduled non-mandatory pre-bid meeting referenced in paragraph 1.11 of this Invitation and 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.**

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 7 40
		FIRM NAME (Must be filled in)	

1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

1.9.11 **EMERGENCY PREPAREDNESS PLAN**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 8 40
		FIRM NAME (Must be filled in)	

Bidder shall include with their Bid Submittal; and **Emergency Preparedness Plan** describing in full detail how the Bidder would continue to provide Deliveries of both Reformulated Gasoline with 10% Denatured Fuel Ethanol and BioDiesel at various percentages of Bio (B100) blended with Ultra Low Sulfur Diesel Fuel to essential City Department locations, for up to a One (1) Week period, in the event of an Emergency Situation (State of Emergency Declaration, Electrical Blackout, Natural Disaster, etc.) within the Regional Area. **Failure to include an Emergency Preparedness Plan with Bidder's Bid Submittal may result in bidder disqualification.**

1.10 **BIDDER QUALIFICATION:**

1.10.1 **CERTIFICATION**

All bidders must be bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidder shall furnish a Letter of Guaranty from a major Oil Company/Refinery with a source of supply within thirty (30) miles of Philadelphia City Hall. The Letter must be included with the bid and state:

- 1.10.1.1 Specific identification of the Bidder.
- 1.10.1.2 Location of the source of supply.
- 1.10.1.3 Guaranty of quantities bid.
- 1.10.1.4 Guaranty of the product quality.

1.10.2 **VEHICLE REQUIREMENTS**

In order to be eligible for award, the proposed awardee(s) must have access to a minimum of four (4) fuel delivery vehicles, either vendor owned or through common carrier. All carriers and fuel delivery vehicles must be registered, licensed and in compliance with all City, State and Federal regulations governing the transport of fuel. All vendors are to submit with their bid documentation as to how they will comply with this provision

MAKE _____ **YEAR** _____ **MODEL** _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 9 40
		FIRM NAME (Must be filled in)	

CAPACITY_____

MAKE_____ **YEAR**_____ **MODEL**_____

CAPACITY_____

- 1.10.3 At the discretion of the City, Bidders may be required to furnish proof of:
- 1.10.3.1 Financial responsibility
 - 1.10.3.2 Ownership or accessibility of equipment and supplies used in this type of contact.
 - 1.10.3.3 Additional information on vendor's ability and/or experience in this particular field.
- 1.10.4 Bidders should also submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Invitation and Bid and demonstrate the bidders ability to perform on a contract of this size and scope.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 10 40
		FIRM NAME (Must be filled in)	

SECTION 1:

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

Firm Name: A. B. C. _____

Address: _____

Contact: _____

Phone #: _____

Type Work: _____

Years dealing
w/your firm: _____

SECTION 2:

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

P.O./Contract
Number: _____

Department: _____

Contact Name: _____

Phone #: _____

Item(s): _____

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 11 40
		FIRM NAME (Must be filled in)	

1.11 NON-MANDATORY PRE-BID MEETING

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Tuesday, July 26th 2011** at **12:00 noon** in the Municipal Services Building, 1401 J.F. K. Boulevard, 1st Floor, Room 170A, Philadelphia, PA. 19102.

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 12 40
		FIRM NAME (Must be filled in)	

SECTION 2: SPECIFICATIONS

2.1 **REFORMULATED GASOLINE WITH 10% ETHANOL**, in accordance with the following ASTM specifications or latest issue in effect on the date of this Invitation:

REFORMULATED GASOLINE WITH 10% DENATURED FUEL ETHANOL			
GENERAL SPECIFICATIONS			
TESTS	METHOD	MIN	MAX
Antiknock Index	D 130	87	
Copper Corrosion, 3HRS. @ 122 degrees F	D 130		1
Silver Strip Corrosion	D 130 modified		1
Exisitent Gum, mg/100 ml	D 381		4
Oxidation Stability, Minutes	D 525	240	
Mercaptan Sulfur			
Doctor or RSH, WT. %	D 4952	Negative	
	D 3227		0.002
Supfur, PPM	*D 2622-03		95
Appearance at 70 °F	D 4176		No. 2
Aromatics, Vol.%	D 5769-98 or *D 1319-03		50
Olefins, Vol. %	*D 1319-00 or *D 4815-03		25
Methanol Vol. %	D 5599-00 or *D 4815-03		0.3
Lead Content. Gm/gal	D 3237		0.003
Benzene, Vol. %	D3306-99		1.3
*Oxygen, Wt.%	D 5599-00 or *D 4815-03	1.6	2.7
Phosphorus, gm/gal.	D 3231		0.004
Volatility Requirements: Meets Federal requirements for volatility as defined by 40 CFR Part 80, state and ASTM seasonal distillation class requirements			
Contains approximately 10% denatured fuel ethanol Contains deposit control detergent additive meeting EPA certification requirements			

2.1.1 All Reformulated Gasoline with 10% Denatured Fuel Ethanol delivered to the City of Philadelphia during contract periods must comply with EPA Regulations for a non-attainment zone.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 13 40
		FIRM NAME (Must be filled in)	

2.2 **BIODIESEL VARYING PERCENTAGES OF BIO (B100) BLENDED WITH ULTRA LOW SUPHER DIESEL**, In accordance with the following ASTM Specifications or latest issue: in effect on the date of this Invitation:

TESTS	METHOD	LIMITS	FOOTNOTES
Ash, Wt. %, Max	D 482	0.01	
Bio-Diesel Content, Vol. %	D 7371	2,5,10,20	(3),(4)
Cetane Index (per EPA), min	D 976-80	40	
Cetane Index, min	D 4737B	40	
Copper Strip, 3 hrs/122 °F	D 130	3	
Distillation, 90%, °F	D 86	540-640	
Flash, PMCC °F min	D 93	130	
Low Temperature Requirements	Referenced Below		(2)
Lubricity, microns @ 140°F (60C),max	D 6079	520	
Rams Carbon on 10% Res., %	D 524	0.35	
Sulfur, ppm	Performance Based (EPA)	15	
Viscosity, cSt @ 104 °F	D 445	1.9-4.1	
Water & Sediment, vol.%, max	D 1796, D 2709	0.05	

Specifications

Footnotes:

1. Unless specifically noted or stated, all test methods use the latest version of that method.
2. Base Diesel fuel meets the requirements of Table #1 for cloud and pour point.
3. Meets ASTM D6751 Standard Specification for Biodiesel Fuel Blend Stock (B100) for Middle Distillate Fuels
4. All Bio-Diesel Stock must be soy based.
5. Meets ASTM 975 Standard Specification for Diesel Fuel Oils. If product is sold tax exempt then the product will contain red dye meeting Federal regulations.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 14 40
		FIRM NAME (Must be filled in)	

LOW TEMPERATURE-SEASONAL SPECIFICATIONS

NORTH EAST PRODUCTION Table # 1

FROM:	OCT 1	APR 1
TO:	<u>MAR 31</u>	<u>SEPT 1</u>
Cloud Point, °F, Max.(D2500, D5771, D5772, D5773)	+15	+20
Pour Point, °F, Max. (D97, D5985, D5949, D 5950)	0	+10

Please Note:

The Cloud Point should meet the tenth Percentile minimum ambient air temperature and always be sufficiently low to prevent clogging of fuel fillers by wax crystals. Fuel delivered to the City of Philadelphia must be protected to a minimum of zero (0) degrees Fahrenheit.

Cold Filter Plugging Point, CFPP, is a seasonal (winter) specification. CFPP provides a measure of a fuel's low temperature performance when additives are utilized. CFPP additives reduce the tendency of diesel fuel to plug fuel filters in certain engine designs at temperatures below the fuel's cloud point. CFPP specifications for the biodiesel blends will be targeted to have a CFPP of zero (0) degrees Fahrenheit from November 15th to March 15th.

2.3 The City of Philadelphia reserves the right to test any delivered product and to refuse any product not meeting the quality standards and specifications established. When delivered fuel does not comply with specification requirements, the successful bidder must at his own cost, remove all such sub-standard fuel from the agency's tanks and replace it with fuel meeting the specification. The successful bidder shall be responsible for and pay any other costs or expenses incurred by the City of Philadelphia in obtaining the fuel as well as any other damages, costs, and related expenses.

The City of Philadelphia may elect to deduct all cost, expenses and damages from any amounts due the contractor. All products must meet the Bureau of Air Pollution Control of the Department of Environmental Resources standards and any additional standards set by other regulating authorities including the Air Management Division of the Health Department.

2.4 Any fines levied by regulating authorities will be the responsibility of the contractor when citation is issued for substandard fuel or the like. (Example: Sulfur content in excess of required limit). Pour point shall be regulated to seasonal requirements.

2.5 **QUANTITIES**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 15 40
		FIRM NAME (Must be filled in)	

2.5.1 **TANK WAGON** - Tank wagon deliveries shall be smaller deliveries of undetermined quantities and shall be metered on delivery. A printed meter check shall be signed by the City employee receiving the delivery and a duplicate delivery ticket shall be left at the delivery site. All delivery precautions are to be followed.

2.5.2 **TRANSPORT** – Transport deliveries shall be a minimum of 6000 gallons of Reformulated Gasoline with 10% Denatured Fuel Ethanol or BioDiesel of ordered percentage blend delivered to a single location. Reformulated Gasoline with 10% Denatured Fuel Ethanol and BioDiesel of ordered percentage blend shall not be combined. Deliveries shall be metered into the transport and sealed at the terminal.

The seals must be broken at the site by a City employee. The entire delivery must be made to the site and the transport inspected after delivery. After all the precautions have been taken, the employee is to sign for the delivery. If there is a discrepancy of over 50 gallons OFM is to be notified at 215-686-1831.

Should a site request a transport delivery of more fuel than will fit in the tank, the vendor shall be allowed to deliver the remaining fuel to another site that is close by, with the OFM fuel coordinator’s approval. When this happens both sites shall receive metered tickets as proof of delivery and gallonage. A separate invoice shall be issued for each site’s delivery. Each invoice shall have a letter of explanation attached. Any repetitive problems with the ordering personnel should be brought to the attention of the OFM fuel coordinator.

2.6 **CITY PICK-UP**

On an emergency basis only, the City may reserve the right to pick-up fuel at the vendor's terminal. No minimum quantity is established but will probably be 500 gallons or more, per load. The City Pick-Up quantities shall also be included with the estimated quantity requirements for Tank Wagon deliveries in section 5, “pricing”.

2.7 **METERS**

Meters used for any type of delivery shall be approved by the City of Philadelphia, Dept. of Licenses and Inspections.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 16 40
		FIRM NAME (Must be filled in)	

2.8 **ANNUAL QUANTITY**

For evaluation purposes, the estimated annual requirements are listed in Section 5, "Pricing."

2.9 **TAX STATUS**

2.9.1 The City of Philadelphia is exempt from the following taxes:

2.9.1.1 Sales Tax

2.9.1.2 State/Local Tax

2.9.1.3 Federal Tax

2.10 **GASOLINE EXCISE TAX**

The City of Philadelphia will claim exemption to the Internal Revenue Service Notice imposing an excise tax. The City claims exemption as a local government agency, (including its public schools), on all deliveries and is purchased solely for local government use. The City certifies that it will not file for a refund from the Internal Revenue Service under Section 6421. The contractor shall not bill the City for excise tax.

2.11 **TARIFF RATES**

2.11.1 In the event of increases or decreases of freight rates or changes in truck tariffs for Reformulated gasoline or Biodiesel fuel, the City will accept a pass through of the average tariff rate increases or decreases. The vendor must advise the City, in writing, of such changes.

Vendor must also provide the City with:

2.11.1.1 P.U.C. published documentation of said increase or decreases.

2.11.1.2 Documentation of rates in effect at the time of his bid.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 17 40
		FIRM NAME (Must be filled in)	

2.11.2 **Underground Storage Tank Indemnification Fund Program (for RFG Gasoline)**

The contractor must comply with all Pennsylvania state law for collecting USTIF fees and remitting to the proper Pennsylvania state insurance collection agency.

The Storage Tank and Spill Prevention Act, Act 32 of 1989, 35 P. S. §§6021.101 *et seq.*, as amended, created the Underground Storage Tank Indemnification Fund (USTIF) to assist owners and operators in meeting the insurance requirement. The USTIF indemnifies tank owners for third party liability that may occur when the release from a tank has injured another person or that person's property.

The capacity fee shall be a charge per gallon as established and approved by the USTIF board. Should the fee change during the life of the contract, the vendor shall notify OFM by formal letter referencing the bid number.

2.12 **FEDERAL AND STATE LAWS**

2.12.1 The contractor must comply with all Federal, State, and Local Laws for handling and transportation of fuel.

2.12.2 The City is responsible for the fee required by State Law, Title 25, Code Chapter 971, however, vendors are to exclude this fee when bidding.

DO NOT INCLUDE THE FEE WHEN SUBMITTING YOUR BID PRICE.

2.13 **AIR MANAGEMENT**

2.13.1 The contractor is required to comply with the Department of Health, Air Management Regulation V, Control of Emissions of Organic Substances from Stationary Sources, Section 5, Organic Material Loading, Sub Section D entitled "Gasoline Reid Vapor Pressure Control."

2.13.2 Information may be obtained from:
Department of Health
Air Management Services
Engineering Section-Title V Permits
321 University Avenue
Philadelphia, Pa 19104
(215) 685-7572

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 18 40
		FIRM NAME (Must be filled in)	

2.14 SPILL CONTAINMENT AND CLEAN-UP

It is the vendor's responsibility to perform and to pay for all cleanup activities due to a spill of Reformulated Gasoline or Biodiesel fuel products caused by the vendor. Any spill must be reported to the appropriate environmental/hazardous waste agencies either with the City of Philadelphia, and or the School District of Philadelphia as is needed. All costs incurred by the School District or the City to include but not limited to the investigation of a suspected or confirmed release, transportation and disposal of contaminated materials, that was caused by the vendor's release of Reformulated Gasoline or Biodiesel fuel products will be the vendor's sole responsibility.

2.15 PRODUCT USAGE REPORT

Each month during the contract period the vendor will report in writing to K Wilson, Acting Administrative Services Director, Office of Fleet Management, 100 S. Broad Street-3rd floor, Philadelphia, PA 19103, the number of gallons of each product purchased in the previous month and the number of gallons acquired the year to date.

2.16 If there is a shortage of products due to any reason, the vendor must ensure that every effort will be made to satisfy the minimum guarantee amounts of the City before providing product to other customers.

2.17 DELIVERY

The vendor shall provide a dedicated agent to handle all City of Philadelphia orders. Site locations shall be able to contact the agent directly without having to go through customer service.

2.17.1 Contractor agrees to make delivery any time during the day or night within 24 hours after notification.

2.17.2 Requirements during snow, icing, work stoppage, which cannot be anticipated or scheduled in advance will require 8 hour delivery. “Out or Low” fuel levels do not constitute need for emergency delivery.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 19 40
		FIRM NAME (Must be filled in)	

2.17.3 The list of locations in Section 2.18 is not a complete list. The contractor may be required to deliver to other locations within the City as requested.

2.17.4 There are to be no deliveries made to any site if a City of Philadelphia employee is not present to accept and sign for delivery. The only exceptions to this rule are Firehouse deliveries.

- a. Since the City of Philadelphia has instituted rolling brown outs a fuel delivery may have been ordered and upon delivery the Firehouse has no one in attendance, or;
- b. The firehouse may be out on a call and no one in attendance, or;
- c. Special deliveries pre arranged for Holidays, special delivery service for Fire and / or at end of Purchase order (June 30th)

In any scenario the fuel delivery driver upon arrival and prior to delivery shall place a phone call to Larry DeLaurentis between the hours of 7:30 AM to 4:00 PM, at 215-686-1831, 33, 34 or 58. Larry will be able to verify tank levels prior to and after delivery via the veeder-root systems installed at all locations. If no one answers the phone or after hours the fuel delivery is to be made and the fuel driver contact the successful bidders point person who must send an email to Lawrence.Delaurentis@phila.gov and Sonya.Smalls-Houser@phila.gov notifying of the date, location, quantity of fuel delivered.

2.17.5 The ability of the contractor to control delivery shall be considered in awarding the contract.

2.17.6 The successful vendor and or sub contractor vehicles for delivery of fuel must be in compliance with all Federal and State laws, currently in effect or are passed into legislation during the awarded period(s) of the contract, regarding transport of fuel and in compliance with the code of Federal Regulations (CFR) 49. Provide a letter signed by company president to that effect.

2.17.7 Successful vendor fuel delivery drivers must comply with all delivery guidelines for double walled Fiberglass tanks, **must not** add extension pipes to bypass float valve and **must** connect venting hoses for vapor recovery during deliveries. Successful vendor **must** also provide documentation that all of their drivers, or subcontractor drivers, have been trained in company delivery and safety regulations for delivery of fuel into underground tanks.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 20 40
		FIRM NAME (Must be filled in)	

Successful vendor shall provide the City, with their bid submission, a copy of their company's instructions / directions / training manuals to their drivers.

2.17.8 Successful bidders must direct their fuel delivery driver to find and notify City Fuel Site Responsible Person prior to starting delivery. A copy of fuel site responsible personnel will be supplied at successful vendor's request.

2.18 **LOCATIONS**

Please note that this may not be a complete list of sites and the fuel usage per tank may not be accurate. The bid and contract amounts will be based on minimum guarantee quantities listed in Section 5, "Pricing."

TYPE

D = BIO (100) VARIOUS PERCENTAGE BLENDED WITH ULTRA LOW SULFUR DIESEL #2

UL = REFORMULATED GASOLINE WITH 10% DENATURED FUEL ETHANOL

<u>SITE</u>	<u>DEPT.</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>TANK CAPACITY</u>	<u>FUEL USAGE IN GALLONS</u>
038	Fire-E-9	D	Germantown & Carpenter	2,500	14,385
		UL		600	13,268
039	Fire-FAB	UL	3rd & Spring Garden	5,000	287,107
045	Fire-E-18	D	8205 Roosevelt Blvd.	1,000	24,188
046	Fire	D	711 S. Broad St. E-01	1,000	23,595
062	Fire	D	13th & Shunk St. E-49	1,000	12,214
065	Fire	D	24th & Wolf E-60	600	19,506
				TANK	FUEL USAGE

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 21 40
		FIRM NAME (Must be filled in)	

<u>SITE</u>	<u>DEPT.</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>CAPACITY</u>	<u>IN GALLONS</u>
049	Fire-E-54	D	63rd & Lancaster Ave	1,000	23,435
051	Fire	D	10th & Cherry Sts. E-20	1,000	17,602
052	Fire-E-29	D	4th & Girard Avenue	1,000	16,168
071	Fire	UL	Park & Cambria St. E-50	600	27,419
047	Fire	D	4th & Synder E-53	1,000	14,261
072	Fire-E-51	D	Old York Rd. & Champlost	600	28,005
053	Fire-E-69	D	82nd And Tinicum	1,000	9,525
073	Fire	D	43rd & Market St. E-05	600	24,422
054	Fire	D	52 ND & Willows (783 S. 52 nd St) E-68	2,000	44,791
074	Fire	D	Belgrade & Huntingdon E-06	600	14,445
056	Fire	D	Foulkrod & Darrah St. E-14	1,000	15,242
075	Fire	D	Rising Sun & Somerville Avenues E-61	600	9,099
044	Fire	D	Cottman & Loretto St. E-71	1,000	23,463

<u>SITE</u>	<u>DEPT.</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>TANK CAPACITY</u>	<u>FUEL USAGE IN GALLONS</u>
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685			BID NUMBER S2Z57190	PAGE OF 22 40
				FIRM NAME (Must be filled in)	

057	Fire	D	Bustleton Ave. & Bowler Street E-62	1,000	11,941
058	Fire-E-58	D	812 Hendrix	1,000	3,291
311/312	Fire	D	(Fire Boat) Passyunk And Schuylkill Avenue (Fire Boat) #1 East Washington Ave	0	7,034
059	Fire-E-19	D	Chelten And Bayton	1,000	26,193
060	Fire	D	30th & Grays Ferry Ave. E-47	1,000	18,792
043	Fire	D	28th & Thompson St. E-34	1,000	12,285
068	Fire	D	Academy Rd. & Comly St. E-22	600	9,615
069	Fire	D	Ridge & Cinnaminson E-39	600	17,059
061	Fire	D	Belgrade & Ontario Sts. E-28	1,000	31,843
067	Commerce	D	Northeast Airport	4,000	6,205
004	License & Inspections	UL	25th & South	10,000	44,952

<u>SITE</u>	<u>DEPT.</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>TANK CAPACITY</u>	<u>FUEL USAGE IN GALLONS</u>
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685			BID NUMBER S2Z57190	PAGE OF 23 40
				FIRM NAME (Must be filled in)	

002	Police	UL	24th & Wolf	10,000	274,414
003	Police	UL	11th & Wharton	10,000	208,982
006	Commerce	UL	Int. Airport	8,000	122,889
		D	Int. Airport	8,000	72,765
008	Police	UL	55th & Pine	10,000	272,516
009	Police	UL	61st & Thompson	6,000	112,777
013	Police	UL	Montgomery & Girard	10,000	117,840
014	Police	UL	20th & Pennsylvania Ave.	10,000	501,554
024	Police	UL	22nd & Hunting Park	10,000	82,658
025	Police	UL	Harbison & Levick	10,000	293,830
026	Police	UL	Broad & Champlost	10,000	141,899
028	Police	UL	Germantown & Haines	10,000	169,191
029	Police	UL	Ridge & Cinnaminson	6,000	93,316
033	Police	UL	Academy & Red Lion	10,000	155,891
034	Police	UL	Bustleton & Bowler	10,000	135,817
035	Police	UL	17th & Montgomery	10,000	162,298
070	Police	UL	7790 Dungan Road	8,000	16,040
<hr/>					
007	OFM	D	51 st & Grays Ferry	10,000	189,321
		UL		10,000	229,440

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 24 40
		FIRM NAME (Must be filled in)	

<u>SITE</u>	<u>DEPT.</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>TANK CAPACITY</u>	<u>FUEL USAGE IN GALLONS</u>
015	Streets	D	26th & Glenwood	10,000	187,102
019	Streets	UL	Delaware & Wheatsheaf	2 @ 1,500	55,918
		D		10,000	245,157
031	Streets	UL	Domino & Umbria Upper	10,000	48,356
		D		10,000	320,880
032	Streets	UL	8400 State Road	10,000	259,164
		D		20,000	410,665
041	Streets	UL	4040 Whitaker	6,000	209,999
		D		10,000	195,474
050	Streets	D	48th and Parkside	2,000	35,568
048	Fairmount Park	D	715 Chamounix	10,000	49,791
048	Fairmount Park	UL	715 Chamounix	10,000	43,106
011	OFM	UL	25th & Morris	20,000	209,406
		D		10,000	113,498
021	OFM	UL	Front & Hunting Park	10,000	555,613
		D		10,000	238,731
080	OFM	D	3033 s 63 rd ST (above ground)	10,000	51,350
		D		8,000	19,760

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 25 40
		FIRM NAME (Must be filled in)	

<u>SITE</u>	<u>DEPT.</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>TANK CAPACITY</u>	<u>FUEL USAGE IN GALLONS</u>
005	Water	UL	8200 Enterprise	8,000	21,671
017	Water	UL	7800 Penrose	10,000	88,614
		D		20,000	103,938
018	Water	UL	3900 Richmond	10,000	20,576
		D		6,000	22,878
023	Water	UL	29th And Cambria	20,000	197,496
		D		10,000	250,861
040	Water	UL	Fox & Roosevelt Blvd.	10,000	111,097
		D		10,000	162,021
096	School Board	D	2600 N. Broad St.	10,000	122,705
099	School Board (Saul High School)	UL	71st & Henry Avenue	1,000	4,500
		D	71st & Henry Avenue	1,000	1,000
095	School Board (Shallcross)	D	Byberry & Woodhaven	10,000	378,316
097	School Board (Widener)	D	Ogontz & Olney	8,000	137,742
098	School District	D	6421 Passyunk Ave.	10,000	362,580 (above ground)

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 26 40
		FIRM NAME (Must be filled in)	

SECTION 3: BID EVALUATION AND AWARD

3.1 Evaluation:

- 3.1.1 Bid will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the Bid Specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:

- (i) improper Bid Security
- (ii) improper Bid Execution
- (iii) incompleteness
- (iv) offering Counter Terms And Conditions
- (v) improper or incomplete execution of OEO Documents (if applicable)

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

- 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 The bid evaluation will be based upon the best Fixed Differential plus or minus (+ / -) as applied to the reference price.

The Procurement Department Commissioner reserves the right to award this bid as a whole or in part (E.G. Extended total of Section 5.1.2 or extended total of Section 5.2.2), whichever he deems to be in the best interest of the City.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 27 40
		FIRM NAME (Must be filled in)	

3.2.2 If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

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

3.2.3 **PRE-AWARD MEETING**

A Mandatory Pre-award Meeting will be held after the opening and prior to award with the apparent low bidder(s) who meets the requirements of this Invitation and Bid. This meeting will be held to ensure that the vendor is prepared to meet the delivery and invoicing requirements of the City.

3.2.4 **PERFORMANCE SECURITY:**

If the total award amount exceeds \$500,000, the Master Performance Security 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 1.3.1 and 1.3.2 shall apply.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 28 40
		FIRM NAME (Must be filled in)	

- If the Contractor sub-contracts a common carrier trucking company to make the deliveries, then the insurance carrier of the sub-contracted carrier must issue two insurance certificates. The first naming the City of Philadelphia and the second certificate naming the Contractor as an additional insured, in the “Description of Operations section”.

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

3.2.6 **Self-Insurance provision**

In the event that bidder self-insures any of the coverage’s listed above, it shall submit to the City of Philadelphia’s Risk Manager, a certified copy of bidder’s most recent audited financial statements, and such other evidence of its qualifications to act as a self-insurer (i.e. state approval) as may be requested by the City. If bidder self-insures its automobile liability and/or workers compensation and employers liability insurance, bidder must furnish a current copy of the Commonwealth of Pennsylvania certification of self-insurance or a current copy of the letter of approval from the Pennsylvania Insurance Commissioner, whichever is appropriate for the coverage self-insured.

It is understood and agreed that the City, its officials, employees and agents, shall be entitled to receive the same coverage and benefits under bidder’s self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City.

3.2.7 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 29 40
		FIRM NAME (Must be filled in)	

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.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor(s), vendor contact(s) and applicable pricing. Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to Procurement. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

Order Against Contracts

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

4.1.2 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 following information to help the City process payments to the Contractor as quickly as possible.

- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice and one copy of the bill of lading/meter ticket for payment to the addresses listed in section 4.2.9.2.3 below.
- (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 30 40
		FIRM NAME (Must be filled in)	

- (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 site number, location, number of gallons, and the type of fuel.
- (e) The unit of purchase and site location on the invoice must agree with the unit cited on the bill of lading/meter ticket.

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 The City reserves the right to add, delete and/or acquire products/services (e.g. Collars, Call Options, Swaps) that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

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

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor may deliver only products, services or equipment (as applicable) 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 31 40
		FIRM NAME (Must be filled in)	

- 4.2.2 Contractor may deliver only products, services or equipment (as applicable) 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 (as applicable) 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 approved by the Using Agency, delivery of product and/or service will be made within twenty-four (24) hours for normal delivery and eight (8) hours for emergency delivery from date requested by Using Agency.
- 4.2.4.1 **Liquidated Damages:**
Liquidated Damages in the amount of \$100.00 per day may be applied to each delivery 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.
- 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 32 40
		FIRM NAME (Must be filled in)	

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 **Invoices/Receipts:**

4.2.9.1 Successful bidder(s) shall invoice upon delivery and acceptance of product.

4.2.9.2 Invoices (shall be invoiced by the gross gallon) should be sent in triplicate.

4.2.9.2.1 One (1) original and two (2) copies fully itemized invoices. One copy of delivery bill of lading/meter ticket shall be attached to package.

4.2.9.2.2 See also item 4.1.2 above.

4.2.9.2.3 Invoices should be sent to the following:

City of Philadelphia:
Office of Fleet Management
100 South Broad Street, 3rd Fl
Philadelphia, Pa 19110
Attn: Sonya Smalls-Houser

School District of Philadelphia:
Accounting Services Unit
P.O. Box 11726
Philadelphia, PA 19101-1726

4.2.9.2.4 Liquidated damages in the amount of \$50 per occurrence may be taken for those invoices not delivered in a timely manner or those that are delayed due to incorrect or missing information.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 33 40
		FIRM NAME (Must be filled in)	

4.2.9.3 In accordance with the Commonwealth of Pennsylvania, Act No. 1996-155, NIST Handbook 44 requires that when billing is based on a reading of a device that is equipped with an automatic temperature compensator meter, a written invoice is to show that the volume delivered has been adjusted to the volume at 15 degree C (60 degree F.)

Each bill of lading to the City of Philadelphia must show the gross and net gallons, the temperature and specific gravity of the product being delivered multiplied by unit price, and the extended total amount.

4.2.10 Payments to OEO Subcontractors

The below paragraph applies to all Invitation and Bids (I&B) containing OEO Participation Requirements:

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process. The successful bidder is required to submit with each invoice the completed "Prime Contractor's Payment to OEO Subcontractors' Form" indicating what percentage and dollar amount of the invoice that will be paid to its MBEC certified subcontractor(s).

Failure to submit the attached "Prime Contractor's Payment to MBEC Subcontractors' Form" with each invoice may result in rejection of the invoice.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 34 40
		FIRM NAME (Must be filled in)	

SECTION 5: PRICING

PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES

NOTE:

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

The Buyer's intent is to purchase product on a floating price basis that varies with the spot market price for the specific product, while also retaining the ability to "lock-in" a fixed price at any time prior to, or during the contract period, for all or for a portion of the contracted quantity.

Should the City elect to Lock-In a Fixed Price, the quality differential (based on the index chosen by the City) shall be determined as the difference in price between heating oil which is traded on the NYMEX and the delivered product, and will be determined at the time of agreement between the City and the awarded vendor to hedge.

To reduce the administration burdens of the parties, there will only be one price per week for both Reformulated Gasoline with 10% Denatured Fuel Ethanol and Biodiesel (100) various blends with Ultra Low Sulfur Diesel # 2.

The weekly price for Reformulated Gasoline with 10% Denatured Fuel Ethanol shall be determined by using the arithmetic average of all of the mean prices (average of the high and low price published each day) that are published in Platt's Oilgram Price Report and that are effective for each day of the week prior to the week of delivery.

The weekly price for Biodiesel (100) various blends with Ultra Low Sulfur Diesel # 2 shall be determined by using the OPIS PADD 1 Report, 5-Day Average, Harrisburg, PA., ULS2 SME 2% Biodiesel, that is effective for each day of the week prior to the week of delivery.

The weekly price for transport truck and for tank wagon deliveries of both grades shall become effective at 12:01AM each Tuesday and remain in effect until 12:00 midnight on the following Monday.

The weekly price for Reformulated Gasoline with 10% Denatured Fuel Ethanol will be determined by adding or subtracting, a fixed differential to the arithmetic average of all of the mean prices (average of the high and low price published each day) as published in "Platt's Oilgram Price Report" that are effective for each day of the week, prior to the week of delivery for "Unl RBOB (.9) + Ethanol NYH 5-15 (.1)" under the headings "Product Price Assessments", "New York / Boston" "Barge".

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 35 40
		FIRM NAME (Must be filled in)	

The weekly price for Biodiesel (100) various percentage blends with Ultra Low Sulfur Diesel # 2 will be determined by adding or subtracting, a fixed differential to the OPIS PADD 1 Report, 5-Day Average, Harrisburg, PA, ULS2 SME 2% Biodiesel, that is effective for each day of the week prior to the week of delivery.

For any day that there is not an effective price published “Platt’s Oilgram Price Report” and “OPIS PADD 1 Report” there shall be no price used in the calculation of the prior weekly average price for that day.

Contractors shall submit two differentials for each product reflecting the difference in transportation costs for transport truck-load quantities versus tank wagon quantities. For both gasoline and ultra low sulfur diesel, the differential for transport truckloads shall apply to all deliveries of 6,000 U.S. gallons or greater. The differential for tank wagon deliveries shall apply to all deliveries of less than 6,000 U.S. gallons.

Contractors are cautioned that the weekly price will be determined using the “Platt’s” and “OPIS PADD 1” prices that are “effective” for each day of the prior week rather than “published” on each day of the prior week.

EXAMPLE: The contract for Reformulated Gasoline with 10% Denatured Fuel Ethanol supply was awarded at a differential of \$0.05 (five cents) per gallon for deliveries of greater than 6000 and at a differential of \$0.10 (ten cents) per gallon for deliveries of less than 6000 gallons. The price for deliveries of RFG gasoline that will be effective from 12:01AM on May 17, 2011 and remain in effect until 12:00 midnight on May 23, 2011, is calculated as follows:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 36 40
		FIRM NAME (Must be filled in)	

		Ethanol NYH 5-15	2.6595	2.6605	2.6600	0.2660	
5/12/11	5/11/11	Unl RBOB	3.2207	3.2217	3.2212	2.8991	3.1591
		Ethanol NYH 5-15	2.5995	2.6005	2.6000	0.2600	
5/13/11	5/12/11	Unl RBOB	3.1368	3.1378	3.1373	2.8236	3.0806
		Ethanol NYH 5-15	2.5695	2.5705	2.5700	0.2570	
5/16/11	5/13/11	Unl RBOB	3.1426	3.1436	3.1431	2.8288	3.0888
		Ethanol NYH 5-15	2.5995	2.6005	2.6000	0.2600	
							3.2164

Differential Greater than 6,000 gallons 0.0500
 Delivered Price for Greater than 6,000 gallons **\$ 3.2664**

Differential for less than 6,000 gallons 0.1000
 Delivery Price for less than 6,000 gallons **\$ 3.3164**

<u>ULTRA Low Sulfur Diesel Fuel (ULSD)</u>			Effective Weekly	Price	5-Day Avg.
OPIS PADD 1	Price				
Published Date	Effective Date				
5/12/11	5/17-5/23	Harrisburg, PA ULS2 2% Biodiesl		3.1851	3.1851
					3.1851

Differential Greater than 6,000 gallons 0.0500
 Delivered Price for Greater than 6,000 gallons **\$ 3.2351**

Differential for less than 6,000 gallons 0.1000
 Delivery Price for less than 6,000 gallons **\$ 3.2851**

Differential for less than 6,000 gallons 0.1000
 Delivery Price for less than 6,000 gallons **\$ 3.2851**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 37 40
		FIRM NAME (Must be filled in)	

During seasonal changes in gasoline RVP specifications when “Platt’s Oilgram Price Report” publishes two prices for RFG gasoline grades, reflecting different RVP specifications, the price for gasoline supplied will be based upon the prices published for the RVP specification that the Seller is supplying to the Buyer.

5.1 UNLEADED RFG 87 OCTANE (Containing 10% Ethanol) GASOLINE

5.1.1	34510 061 (Tank wagon deliveries less than 6000 U.S. Gallons)	ESTIMATED GALLONS (1,850,000)	TANK WAGON DIFFERENTIAL VS. PLATT’S \$0. _____ per U.S. Gallon (complete to three decimal places.)
	34510 062 (Transport truck deliveries more than 6000 gallons)	(3,250,000)	\$0. _____ per U.S. Gallon (complete to three decimal places).

5.1.2 GASOLINE EXTENDED TOTAL BID AMOUNT FOR PLATT’S RELATED FLOATING PRICE:

BASE REFERENCE PRICE (The arithmetic average of “Platt’s Oilgram Price Report” mean prices effective for May 9 through May 13, 2011 for “Unl R BOB (.9) + Ethanol NYH 5-15 (.1)” Gasoline”, Barge mean = \$3.2164 per U.S. Gallon

#34510-061
Gasoline delivered in Tank wagon quantities
(\$3.2164 +/- _____) = \$ _____ Gallon X (1,850,000)=
\$ _____ differential

plus
#34510-062 Gasoline delivered in Transport Truck quantities
(\$3.2164 +/- _____) = \$ _____ Gallon X (3,250,000)=
\$ _____ differential

Total Dollars for Gasoline \$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 38 40
		FIRM NAME (Must be filled in)	

5.2 Biodiesel (100) various percentage blends with Ultra Low Sulfur Diesel # 2

		ESTIMATED	TANK WAGON
5.2.1.	34001 014 (Tank wagon deliveries less than 6000 U.S. Gallons)	GALLONS (940,000)	DIFFERENTIAL VS. OPIS PADD 1 \$0. _____ per U.S. Gallon (complete to three decimal places.)
	34001 013 (Transport truck deliveries more than 6000 gallons)	(3,130,400)	\$0._____ per U.S. Gallon (complete to three decimal places).

5.2.2 EXTENDED TOTAL BID AMOUNT FOR OPIS PADD 1 RELATED FLOATING PRICE:

BASE REFERENCE PRICE (The OPIS PADD 1 Report, 5-Day Average, Harrisburg, PA., effective for May 12, 2011 for "ULS2 SME 2% Biodiesel, = \$3.1851 per U.S. Gallon

34001 014
ULS2 SME 2% Biodiesel delivered in Tank wagon quantities
\$3.1851 +/- _____) = \$ _____ Gallon x (940,000) =
\$ _____ differential
plus

34001 013
ULS2 SME 2% Biodiesel delivered in Transport truck quantities
(\$3.1851 +/- _____) = \$ _____ Gallon x (3,130,400) = \$
_____ differential

Total Dollars for ULS2 SME 2% Biodiesel \$ _____

***** Effective 2011, future changes in the State of Pennsylvania Biodiesel Regulations shall mandate that all On-Road Diesel must contain 5% Biomass (B5). Upon Official notification from the City of Philadelphia, the successful bidder Must provide 5% Biomass on all deliveries to the City.**

The awarded vendor's Price Differential will not change, but the base price used will change to the Harrisburg ULS2 SME 5% Biodiesel posting.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 39 40
		FIRM NAME (Must be filled in)	

Notice of Price Changes

Contractor shall notify the Procurement Department each week, in writing, when changes in posted prices occur, indicating date the change is effective and stating change in price. All such notices shall be directed to the attention of "Buyer, Automotive Fuels", Room 120, First Floor – Municipal Services Building with copies to the City Controller, 13TH Floor, Municipal Services Building and the Division of Accounts, Finance Department, 13TH Floor, Municipal Services Building.

***** BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 24 HOURS _____ *****

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57190	PAGE OF 40 40
		FIRM NAME (Must be filled in)	

EXHIBIT A

CITY OF PHILADELPHIA

BID BOND

CITY OF PHILADELPHIA



BID BOND

FOR CITY OF PHILADELPHIA BID NUMBER: _____
(Please Fill In)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ as Principal
(hereinafter called the "Principal Obligor"), and

_____ (as Surety) are jointly and severally held and firmly bound unto The City of Philadelphia, in the sum of **TEN PERCENT (10%) OF THE GROSS AMOUNT OF THE BID** lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns; to which payment, well and truly to be made we do bind ourselves and each of us, our and each of our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the _____ day of _____ two-thousand and eleven (2011).

WHEREAS the above bounded Principal Obligor, submitted a bid pursuant to the above-referenced bid number to provide certain goods, services, or equipment to the City of Philadelphia.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the City of Philadelphia shall accept the bid of the Principal Obligor and the Principal Obligor shall enter into a contract with the City in accordance with the terms of such bid, and furnish such bond or bonds as are specified in the bid documents with good and sufficient surety, for the faithful performance of the contract; or in the event of the failure or refusal of the Principal Obligor to enter into such contract and give such bond or bonds, if the Principal Obligor shall pay to the City the difference between the amount specified in said bid and such larger amount for which the City may legally contract with another party to provide the goods, services, or equipment required by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

CORPORATE SEAL:

PRINCIPAL OBLIGOR:

President/Vice-President (SEAL)

Secretary/Treasurer (SEAL)

SURETY SEAL:

SURETY:

Attorney-In-Fact (SEAL)

INSTRUCTIONS:

- (1) ALL VENDORS MUST UTILIZE THIS BID BOND FORM WHEN SUBMITTING A BID TO THE CITY.
- (2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, BID BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE BID BOND THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE BID BOND.
- (3) BID BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

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 states as the Bid opening.
- Note the City Anti-Discrimination Policy. If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- 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 the 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



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, 2011 – June 30, 2012

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2011 to June 30, 2012**, complete the enclosed application and return it with a check for **\$120.00**. 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**" **2011–2012** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/11 to 6/30/12
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

EVALUATION AND AWARD

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

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

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

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

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

TAX MATTERS

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

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

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

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

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

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

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

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

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

GENERAL INFORMATION

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

25. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

SIGNING OF BIDS:

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

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)