BID OPENING DATE AND TIME

On: JUNE 7, 2007 **AT: 10:30 A.M.**

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S7Z53070	1 OF 40		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

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

DEPARTMENT	DIVISION
VARIOUS	VARIOUS

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

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 D. YONKE
B.SICH

TITLE OF BID: **EMPLOYEE SERVICE PINS AND BADGES**

GENERAL INFORMATION

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

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

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

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

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

For City Use Only

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	☐ YES	☐ NO	AMOUNT	CHECK NUMBER

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)
Please list any MBEC Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises[1]

Bid Number		**Name of Bidder**			
Primary Bidder	**MBE ❑**	**WBE ❑**	**DSBE ❑**	**N/A ❑**	**SBA ❑**
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DSBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DS-DBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				
Sub Contractor	**MBE ❑**	**WBE ❑**	**DSBE ❑**		
Vendor Name					
Federal Tax Identification #					
Amount Committed		**Type of Work or Materials**			
Dollar Amount	**$**				
Percent of Total Bid	**%**				

REVISED 4-2007

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

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: TRANSFORMER OIL TESTING and MAINTENANCE**

1.2 **SCHEDULE NO: 2011**

1.3 **CONTRACT TERM**: **Date of Award to 3/31/08** ("Initial Term"), with an option to renew for up to **Three (3**) additional **One (1)** year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

1.3.1 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 16, 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**

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:**
It is the intent of the City of Philadelphia to make an award for **TRANSFORMER OIL TESTING and MAINTENANCE** for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

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

All bids submitted with a total greater than $25,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Year 2007 - 2008 (July 1, 2006 to June 30, 2008) are not required to provide

Bid Security if their bid total is $500,000.00 or less (per paragraph 8 of "Terms and Conditions of Bidding and Contract").

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

1.7.3 **Bids Opening July 1, 2006 through June 30, 2008**
Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2006 – June 30, 2008)** by submitting a check in the amount of **$175.00** made payable to the City of Philadelphia. The check must be submitted, under separate cover, to the Bid Unit Supervisor. The check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable.* Or if, and only if, the bidder chooses to submit the check with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order.

1.7.4 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds $500,000.00, the Master Bid Security Program is not applicable. Bidders instead MUST submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 8 entitled "Bid Security," of the "Terms and Conditions of Bidding and Contract".

1.8 **BID INFORMATION**:

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:**
All bids submitted where the bid total is greater than $25,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 17 of the "Terms and Conditions of Bidding and Contract."

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

OR

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

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

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 be certified at the time of the bid opening and should 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.

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 seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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.

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_____

1.10 **BIDDER QUALIFICATION:**

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

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

SECTION 1:

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

	A.	B.	C
Firm Name:	_____	_____	_____
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.

SECTION 2: SPECIFICATIONS

2.1 Successful vendor shall be required to provide the City of Philadelphia agencies with **TRANSFORMER OIL TESTING AND MAINTENANCE** as listed in Sections 2 and 5 of this Invitation and Bid.

2.1.1 Provide all labor, material, tools and equipment necessary to draw and test the insulating oil from transformers located at the various facilities operated by the City of Philadelphia. As described below, a visual inspection of each transformer shall be included in this work. A list of the locations and transformers for each location to be tested is attached. Additional locations and transformers may be specified on subsequent orders and the list included herein is not to be considered all-inclusive.

2.1.2 The contractor shall prepare a certified report that shall state the condition of each transformer and it's insulation oil based on the test and visual inspection. Two (2) copies of the report shall be submitted directly to the using agency, from the lab, within three (3) weeks after drawing the samples. The report shall include the results and analysis of all tests for each sample and the results of the visual inspection of each corresponding transformer, as well as, the oil sample temperature, ambient temperature, relative ambient humidity at the time sample was taken and the transformer serial number, location and date sample was taken. Detailed recommendations, along with estimated man hours for remedial actions, shall be provided in the report for corrective and preventive maintenance on each transformer to bring the results of all tests and inspections into acceptable values and conditions. After reviewing the report, the City may request the contractor to perform all or some of the recommended maintenance as detailed in the report.

2.1.3 The insulation liquids shall be sampled and tested according to the standards and methods of the American Society for Testing Methods (ASTM).

2.1.4 Samples drawn for "Dissolved Gas Analysis" (DGA) or a combination of DGA and Standard insulating liquids tests must be taken using the most recent ASTM – D-3613 and D-923 methods and collected in a syringe as specified. Samples drawn for standard insulating oil test, excluding DGA, may use ASTM D-923 only and be collected in an amber colored glass container using a screw cap with an oil resistant liner.

Each oil sample must be representative of the oil in the transformer, therefore, two (2) quarts of oil must be flushed through the drain valve and extensions and one (1) quart through any attached sample port. The contractor shall record the amount of oil removed, include it in his report and replace it with the appropriate oil. The flush oil shall be collected in an appropriate container and disposed of by the contractor. The serviceman collecting the sample must be fully knowledgeable of ASTM's D-3613 and D-923.

2.1.5 The serviceman who is to draw the samples will be accompanied by an authorized representative of the Philadelphia Water Department to provide access to the transformers. Shutdowns, if required, shall be done by the City with a three (3) days' notice and confirmed by the serviceman.

2.1.6 The samples shall be taken on a clear dry day and at a time when the liquid temperature is the same or slightly higher than that of the surrounding air. Spring-like or fall-like weather is preferred.

2.1.7 At the minimum each oil sample shall be tested for the following:

a) Dielectric Strength – ASTM D-877
b) Power Factor @ 25C and 100C Temperatures – ASTM D-924
c) Acid Neutralization Number – ASTM D-974
d) Interfacial Tension – ASTM D-971
e) Specific Gravity – ASTM D-1298
f) Color Number – ASTM D-1500
g) Water Content – ASTM D-1533
h) Dissolved Gas Analysis – ASTM D-3612

2.1.8 In addition to the above tests, the City may request the following tests on an "as needed" basis:

a) Inhibitor Content – ASTM D-2668
b) Furan Analysis – ASTM D-5837
c) Degree of Polymerization – ASTM D-4243
d) ICP Metals-In Oil Test

2.1.9 The visual inspection shall include but not be limited to the following: Liquid temperature, pressure/vacuum, and liquid level readings and if they are acceptable; primary and secondary connections, where accessible, for overheating and corrosion; proper equipment grounding; bushings, where accessible, for cracks, chipped skirts or contamination; gaskets for any leaks; all valves and pressure relief devices for cracks, leaks and corrosion; and the paint condition.

2.1.10 For inspection of transformers, or their locations, accessibility and coordination contact the unit manager specified on the Purchase Order. For general questions pertaining to Philadelphia Water Department transformers or locations, contact Rich Stasiorowski at (215)-685-1304.

2.1.11 The contractor may be required to recondition the oil on site. The method for reconditioning shall be the "Hot Oil Cleaning" treatment, also known as "Oil Reclamation". The hot oil treatment shall include the following processes:

a) Perform dielectric absorption ASTM D-877, Doble (Use Doble H3S moisture/power factor meter with in line test cells) insulation and power factor tests on transformers for initial benchmarks prior to treating oil. Perform the above tests as well as Interfacial Tension (ASTM D2285) and Neutralization number (ASTM D974) at 30 minute intervals during the treatment process to track improvement in oil condition and again after 10 passes to determine if further treatment is required.
b) As a minimum, the contractor shall run ten (10) passes of the total nameplate gallons of the unit.
c) The oil treatment equipment must be capable of treating the oil at 15 gallons per minute during the filtering process for optimum contact time with Fullers earth.
d) The dehydration chamber must be maintained at 1mm or less absolute pressure.
e) Vent headspace of transformer before starting treatment; install desiccating breather at vent in order to prevent moisture from entering unit as oil level fluctuates.
f) Preheat the oil and hold the temperature between 65 degrees and 75 degrees Celsius to maximize the removal of moisture without risking damage to the oil from overheating. Verify that the moisture content of charge oil is less than 10ppm and dielectric strength is greater than 45kv.
g) Use a two stage treatment system consisting of two (2) fuller's earth towers, connected in series, with a minimum capacity of 850 lbs. of earth per tower.

h) When initial ten (10) passes have been completed and satisfactory test results obtained stop oil circulation and adjust liquid level in transformer to proper operating range, remove desiccating breather, seal head space and apply positive pressure nitrogen blanket where applicable then allow unit to stand for twelve (12) to eighteen (18) hours. After standing for specified period, check for positive pressure where applicable, perform dielectric absorption, Doble insulation and power factor test, then compare the results to the initial tests.

i) If the oil needs further treatment after the initial ten (10) passes, the contractor shall use the above processes to treat the oil in five (5) pass increments. Each pass to be that of the total nameplate gallons of the unit.

j) After all processing is complete, adjust oxidation inhibitor content at a rate of 0.3% by weight.

2.1.12 For inspecting of transformers, or their locations, accessibility and coordination of the test, contact Rich Stasiorowski at (215) 685-1304 (Water Department only).

2.1.13 There is no provision for partial testing.

2.1.14 Contractor may be required to recondition oil on site. This requirement will be charged by the contractor at the hourly rate quoted.

2.1.15 **LIST OF TRANSFORMERS TO BE TESTED – NORTHEAST WPCP**
3895 Richmond St.

LOCATION	S/N	VOLTAGE	MFR	KVA	GALS
Set 1 – Old Final Tanks	836000137	13.2kv-480v	RTE Corp.	2000	509
Set 1 – Old Final Tanks	836000318	13.2kv-480v	RTE Corp.	2000	509
Set 2 – New Final Tanks	0093206001	13.2kv-480v	Brown Boveri	1000	267
Set 2 – New Final Tanks	0093306001	13.2kv-480v	Brown Boveri	1000	267
Blower Building	H880816	13.2kv-4kv	General Electric	7500	980
Blower Building	H880817	13.2kv-4kv	General Electric	7500	980
Sldg Thickner Bldg	PAT8328-0101	13.2kv-480v	Westinghouse	2000	272
Sldg Thickner Bldg	PAT8327-0101	13.2kv-480v	Westinghouse	2000	272
Aeration Tanks	816002411	13.2kv-480v	RTE Corp.	2500	768
Aeration Tanks	816002312	13.2kv-480v	RTE Corp.	2500	768
Sldg Dig/Gas Fac.	820725-2	13.2kv-480v/	Square-D	1500	548
Sldg Dig/Gas Fac.	820725-1	13.2V-480v/	Square-D	1500	548
New Elec. Bldg.	L248913B	13.2kv-4kv	General Electric	7500	1340
New Elec. Bldg.	L248913A	13.2kv-4kv	General Electric	7500	1340
New Primary Tanks	L244226A	4kv-208/120	General Electric	300	106
New Primary Tanks	L244226B	4kv-208/120	General Electric	300	106
New Primary Tanks	L244225A	4kv-480v	General Electric	750	153
New Primary Tanks	L244225B	4kv-480v	General Electric	750	153
Scum Disposal	836000211	13.2kv-480v	RTE Corp.	750	291
Scum Disposal	836000317	13.2kv-480v	RTE Corp.	750	291
Sludge Transfer Sta.	PSF-0482	13.2kv-480v	ITE Elec. Prod.	750	227
Sludge Transfer Sta.	PSF-0483	13.2kv-480v	ITE Elec. Prod.	750	227
New Admin Bldg T-1	P497868TRD	13.2kv-480v	General Electric	750	340
New Admin Bldg T-2	P497867TRD	13.2kv-480v	General Electric	750	340
PST2 - T13A5	920015-A1	13.2kv-480/277	Square-D	386	210
PST2 - T13B5	920015-B1	13.2kv-480/277	Square-D	386	210
ITB – 13A1	96J143321	13.2kv-480	ABB	1500	399
ITB – 13B1	96S143325	13.2kv-480	ABB	1500	399

2.1.16

LOCATION	S/N	VOLTAGE	MFR	KVA	GALS.
EPS-T-1A-1	L249206A		GENERAL ELECTRIC	2400	283
EPS-T-1B-1	L249206B		GENERAL ELECTRIC	2400	283
EPS-T-1A-2	L249205B		GENERAL ELECTRIC	1500	230
EPS-T-1B-2	L249205A		GENERAL ELECTRIC	1500	230
T-5A-4	L244223		GENERAL ELECTRIC	750	162
T-5B-4	PAD6578-001		GOLDEN GATE SWITCHGEAR	750	164
T-5A-3	RJJ-1876		STANDARD TRANSFORMER CO.	1500	250
T-5B-3	RJJ1875		STANDARD TRANSFORMER CO.	1500	250
T-5A-2	RJJ-1877		STANDARD TRANSFORMER CO.	1500	250
T-5B-2	RJJ-1874		STANDARD TRANSFORMER CO.	1500	250
T-5A-1	RJK-2021		STANDARD TRANSFORMER CO.	2000	327
T-5B-1	RJJ-1936		STANDARD TRANSFORMER CO.	2000	327
T-3A-1	L248859C		GENERAL ELECTRIC	1500	230
T-3B-1	L248859D		GENERAL ELECTRIC	1500	230
T-3A-2	L248869A		GENERAL ELECTRIC	1500	230
T-3B-2	L248869B		GENERAL ELECTRIC	1500	230
T-2A-1	RIH-0730		STANDARD TRANSFORMER CO.	1500	294
T-2B-1	RIH-0728		STANDARD TRANSFORMER CO.	1500	294
T-2A-2	RIH-0831		STANDARD TRANSFORMER CO.	2000	327
T-2B-2	B320D1312		OHIO TRANSFORMER CO.	2000	327
PS-T-7A-2	L248857B		GENERAL ELECTRIC	2000	246
PS-T-7B-2	L246657A		GENERAL ELECTRIC	2000	246
PTB-T-7A-1	L249203A		GENERAL ELECTRIC	2000	246
PTB-T-7B-1	L2492036		GENERAL ELECTRIC	2000	246
T-6A	XER-1452-2		WESTINGHOUSE	750	322
T-6B	XER-1452-1		WESTINGHOUSE	750	322

2.1.17 **LIST OF TRANSFORMERS TO BE TESTED - SOUTHEAST WPCP**
25 Pattison Avenue

LOCATION	S/N	VOLTAGE	MFR	KVA	GALS
IPS #1	816005924	13200/4160-2400	RTE Corp	5250	892
IPS #2	816005884	13200/4160-2400	RTE Corp	5250	892
S & G	816005718	4160/480-277	RTE Corp	750	370
S & G	816005717	4160/480-277	RTE Corp	750	370
SHF #	81JF480246	13200/480-277	Westinghouse	750	425
SHF #	81JF480207	13200/480-277	Westinghouse	750	425
Comp MT-1	83JF964101	4160/480-277	Westinghouse	1500	500
Comp MT-2	83JF964138	4160/480-277	Westinghouse	1500	500
Comp HT-1	SGT2103-0101	13200/4160	Westinghouse	7500	968
Comp HT-2	SGT2102-0101	13200/4160	Westinghouse	7500	968
Acc-1	846005956	4160/480-277	RTE	1500	580
ACC-1	846005957	4160/480-277	RTE	1500	580
Acc-2 #3	846005954	4160/480-277	RTE Corp	1500	590
Acc-2 #4	846005955	4160/480-277	RTE Corp	1500	590
Acc-5	846006999	4160/208-120	RTE Corp	300	217
Acc-6	846006962	4160/208-120	RTE Corp	300	217
Admin #1	85JD407233	4160/480-277	Westinghouse	750	425
Admin #2	85JD407237	4160/480-277	Westinghouse	750	425

2.1.18 **LIST OF TRANSFORMERS TO BE TESTED - QUEEN LANE WTP**
3110 W. Queen Lane

LOCATION	S/N	VOLTAGE	MFR	KVA	GALS
Filter Bldg	C503469	13.2kv-2.4kv	General Electric	2500	710
Filter Bldg	C503470	13.2kv-2.4kv	General Electric	2500	710
Filter Bldg	6200-0101	2.4kv-240v	Westinghouse	300	146
Filter Bldg	6201-0101	2.4kv-208/120	Westinghouse	750	154
Chemical Bldg	M124162A	13.2kv-480/277	General Electric	750	153
Chemical Bldg	M124162B	13.2kv-480/277	General Electric	750	153
Chemical Bldg	8519188	480	Sprague-ECCOL	40	8
Chemical Bldg	8519189	480	Sprague-ECCOL	40	8
Chemical Bldg		460	Westinghouse	30	3.4
Chemical Bldg		460	Westinghouse	30	3.4
Chemical Bldg		460	Westinghouse	30	3.4

2.1.19					
Location	**Manufacture**	**S/N**	**Voltage**	**KVA**	**GALS**
TFW #1	G.E.	8042761	13200/2400	1500	560
TFW #2	G.E.	8042764	13200/2400	750	370
TFW #3	G.E.	8042756	13200/2400	1500	370
TFW #4	G.E.	8042763	13200/2400	1500	560
TFW #5	G.E.	8042762	13200/2400	1500	560
TFW #6	G.E.	8042760	13200/2400	1500	560
TFW #7-8-11	ITE	10019-63	13200/2400	2500	678
TFW #9	G.E.	G-858866	13200/2400	2000/2460	330
TFW #10-12	ITE	10020-63	13200/2400	2500	678
TFW AUX N	G.E.	7100097	13200/440	150	200
TFW AUX S	G.E.	710098	13200/440	150	200
TRW #1	ABB	SEO80970019602	13200/440	3750	364
TRW #2	ABB	SEA72150101	13200/440	3750	364
LP #1	G.E.	8113599	13200/2400	1500	695
LP #1a	G.E.	7150929	13200/460	15	26
LP #2	G.E.	7375594	13200/2400	1500	690
LP #2a	G.E.	7150930	13200/480/240	15	26
LP #3	G.E.	TAT8927	13200/2400	1500	560
LP #3a	Amer. Xfmr.	917977	13200/460	15	13
LP #4	G.E.	7375593	13200/2400	1500	690
LP #4a	Kuhlman	I-24366	13200/460	15	25
LP #5	West	SBV2807-01	13200/2400	2000/2220	491

LP #6	West	SBV2807-02	13200/2400	2000/2220	491
LP AUX W 2.1.19 Cont.'d	G.E.	7150928	13200/440	150	122
Location	**Manufacture**	**S/N**	**Voltage**	**KVA**	**GALS**
LP AUX E	Kuhlman	4789	13200/480/240	150	139
EOL #1	G.E.	C-862149	13200/2400	1000/1150	490
EOL #2	G.E.	C-862132	13200/2400	1000/1150	490
EOL #3 (res)					
WOL #1	Asea Brown Boveri	92J216164	13200/480	1000	299
WOL #2	Asea Brown Boveri	92J216147	13200/481	1000	299
FHHP #1	West	6990705	13200/2400	2500/3125	810
FHHP #2	West	6990704	13200/2400	2500/3125	810

ADDRESSES FOR PARAGRAPH 2.1.19

TFW=Torresdale Fresh Water P.S., 8601 State Road
TRW=Torresdale Raw Water P.S., 5202 Pennypack
LP=Lardners Point P.S., Robbins & Milnor
EOL=East Oak Lane P.S., 5th & Chelten Avenue
WOL=West Oak Lane P.S. 1901 68th Street
FH=Fairhill P.S., 7th & Lehigh Avenue

2.1.20

LOCATION	UNIT	MFR	S/N	VOLTAGE		KVA	GALS.
Belmont High	1	CH/West	976001523	13,200	480Y/277	2000/2240-2300/2576	442
Belmont High	2	CH/West	976001522	13,200	480Y/277	2000/2240-2300/2576	442
Belmont Raw	1	ABB	TAA4038-0201	13,200	2300	2000/2240	385
Belmont Raw	2	Fed.Pac.	104436	13,200	2300	2000	598
Belmont Raw	3	Fed.Pac.	104437	13,200	2300	2000	598
Belmont Raw	4	ABB	TAA4038-0101	13,200	2300	2000/2240	385
Belmont Raw	5	GE	L243819	13,200	2400 Y/1385	2000	272
Belmont Raw	East	ABB	94J681150	13,200	480/277	500	178
Belmont Raw	West	ABB	94J681219	13,200	480/277	500	178
Quenn Lane	1	Standard	93592	13,200	2300	1800	897
Quenn Lane	2	Standard	93591	13,200	2300	1800	897
Quenn Lane	3	Standard	93594	13,200	2300	1000	692
Quenn Lane	4	Standard	93595	13,200	2300	100	692
Quenn Lane	5	Standard	90913	13,200	2300	1800	897
Quenn Lane	6	Standard	93593	13,200	2300	1800	897
Quenn Lane	North	Standard	147198	13,200	480	300	176
Quenn Lane	South	Standard	147197	13,200	480	300	176
Race St.	1	GE	B499981	13,200	2300	2000/2300	670
Race St.	2	GE	B499980	13,200	2300	2000/2300	670
Race St.	1A	GE	B328381	2400 Delta	240/480 Delta	75	62
Race St.	2A	GE	B328380	2400 Delta	240/480 Delta	75	62
Roxborough	1	Square D	930830-B1	13,200 Delta	2400 Y/1390	750/966	260
Roxborough	2	Square D	930830-A1	13,200 Delta	2400 Y/1390	750/966	260

ADDRESSES FOR PARA. 2.1.20
Roxborough High Service Pumping Station, Eva & Dearnley Sts.
Race St. High Pressure Pumping Station, Delaware Ave. & Race St.
Queen Lane Raw Water Pumping Station, 4600 Ridge Ave.
Belmont Raw Water Pumping Station, West River Dr. & Montgomery Dr.

2.2 **WARRANTY**

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

2.3 **ADDITIONAL LOCATIONS**: Locations listed are for information only and should not be considered entirely inclusive.

ADDITIONAL WATER DEPARTMENT LOCATIONS:

Building Maintenance
(various locations)
29th & Cambria Street

Machine Shop
29th & Cambria Street

Baxter WTP
9001 State Road

Belmont WTP
4300 Ford Road

Northwest WPC Plant
3899 Richmond Street

Water Pumping (various locations)
8601 State Road
4600 Ridge Avenue

Biosolids Recycling Center
7800 Penrose Ferry Road

Materials Management -All warehouse locations

Flow Control - (various locations)
5202 Pennypack Street

2.4 In Section 5 "Pricing," bidders are requested to provide the unit price, (or discount) of the listed items, in the unit of measure indicated. Prices quoted at the time of bid opening shall remain firm for the Initial Term, of the contract. For the 1st, 2nd and 3rd Renewal Periods, pricing may be adjusted per para. 4.3.

2.5 Discount(s) listed in Section 5: Pricing, on Parts, shall be from the Manufacturer's list price on their current published price list at the time of the bid opening. Discount(s) will remain firm for the entire period of the contract to include any subsequent renewal period. Manufacturer Price Lists may be updated only in the event the Manufacturer publishes new national price lists.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

3.1.1 Bids will be evaluated by the Procurement Department.

3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.

3.1.3 Bids which are determined to be non-responsive for reasons of:

(i) improper bid security
(ii) improper bid execution
(iii) incompleteness
(iv) offering counter terms and conditions
(v) improper or incomplete execution of MBEC documents (if applicable)

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

3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 12 of "Terms and Conditions of Bidding and Contract".

3.2 **AWARD:**

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

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

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over $25,000.00 and awarded as a whole or by section.

3.2.3 **PERFORMANCE SECURITY:**
Bidder's attention is directed to paragraph 9 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of $25,000.01. All awards at the $25,000.01 amount will be subject to a $50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal periods.

3.2.4 **INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 14 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

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

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

3.2.5 **Upon request of the buyer, apparent low bidder must submit the manufacturers' list price book in Adobe Acrobat PDF file or CD ROM to the buyer and to the addresses listed below. Vendor must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.**

For all invoices submitted, vendor must agree that pricing can be verified in the price list(s) submitted. If, during the term of the contract, a using agency orders an item(s) that cannot be found on the manufacturer's price list, vendor must, at the time of the order placement:

- **notify the using agency that the item cannot be found on the price list; and**
- **provide to the using agency and the Procurement Department written proof from the manufacturer of the list price of the item(s).**

Vendor must submit copies of all amendments, updates, etc. to the submitted price list(s) to the following:

- **If sending amendment, updates, etc in Adobe Acrobat PDF file,**

email to: PRICEDESK@PHILA.GOV

- **If sending a CD ROM, mail to: Procurement Department, Price Desk, Room 150 Municipal Services Building, 1401 J.F.Kennedy Blvd., Philadelphia, PA 19102, ATTN: Price Desk Clerk**

All amendments, updates, etc. must reference the appropriate bid number and contract number.

Additional Addresses for Manufacturer's List Prices:
(to be in the either Adobe Acrobat PDF file or CD ROM)

Office of the Director of Finance
Bureau of Accounts
Municipal Services Building, 13th floor
Phila., PA 19102
Attn: Manager, Financial Verification & Accounting Section

City Controller
Municipal Services Building, 13th floor
Phila., PA 19102
Attn: Examination Supervisor

Procurement Department, Price Desk
Municipal Services Building, Room 150
Phila., PA 19102
Attn: Price Desk Clerk
email: PRICEDESK@PHILA.GOV

To any Using Agency from whom vendor receives a purchase order.

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

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

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

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 for payment to the receiving department listed on the purchase order.

(b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.

(c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to".

(d) The invoice must show the quantity and type of item or service and the price.

(e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

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

4.1.4 **ADD-ONS:**
The City reserves the right to add, delete and/or acquire other types of Transformer Maintenance 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.

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 specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. VENDOR NOTE: In Section 5, specify delivery if other than 30 days.

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

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

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

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

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

4.2.8 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 **REPORTS**

4.2.9.1 **RECYCLED USAGE REPORTS**
If the successful bidder is supplying products/ services in this contract that have recycled content, indicate which item(s) contain this content in Section 5: Pricing, (under the applicable item) and the percentage of recovered material and post consumer material as it applies.

The successful bidder will be required, on a quarterly basis, to furnish a usage report of the recycled products purchased by City Departments. Two reports will be required:

a. **Departmental Report**
A report by purchase order, current and cumulative, showing item(s) delivered, description, date, quantity, price, extended amount and to the extent possible, the percent of recovered material in delivered items.

b. **Item Report**

A report, current and cumulative, by item, showing description, date, quantity, price, extended amount, and to the extent possible, the percent of recovered material and percent of Post-Consumer material in delivered items.

All reports are to be submitted to the Recycling Office, Room 780, Municipal Services Building, Philadelphia, PA 19102, Attn: Recycled Content Administrator.

In support of the City of Philadelphia's Recycling Program, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content.

The City also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content? YES ☐ NO ☐

Is your product packaged and/or shipped in material containing recycled content? YES ☐ NO ☐

Is your product recyclable after it has reached its intended end use? YES ☐ NO ☐

Is your product shipped in returnable Containers? YES ☐ NO ☐

4.2.10 **Approval of Work:**

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications.

Any and all costs associated with the return is to be at the sole expense of

the Contractor.

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

4.2.12 For all invoices submitted, vendor must agree that all pricing can be verified in the price lists submitted after award and on file in Finance, the

Controller's Office and Procurement (see Section III above).

Vendor must agree that all pricing can be verified in the price list(s) submitted after award as per Paragraph 3.2.5 above. Vendor must submit copies of all amendments, updates, etc. to the appropriate address listed in Paragraph 3.2.5 above.

4.2.13 **Invoices/Receipts:**

4.2.13.1 Successful bidder(s) agrees not to invoice more than once per month.

4.2.13.2 All invoices/receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel..

4.2.13.3 Invoices should be sent in triplicate to each ordering department

4.2.13.3.1 One (1) original and two (2) copies fully itemized invoices.

4.2.13.3.2 See also item 4.1.2 above.

4.3 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Transformer Maintenance at the prices set forth in Section 5 for a period of 12 months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to 3 additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

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

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

or

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

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

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

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

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

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.

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1	**DESCRIPTION**				
5.1.1	**26016-008-009** A price per transformer for drawing the samples as per paragraph 2.1.1, 2.1.4, 2.1.5 and 2.1.6 and preparing a certified report, which adheres to paragraph 2.1.2.	85	EA	$_____	$_____
5.1.2	**26016-008-010** A price per transformer to perform a visual inspection as per paragraph 2.1.9.	85	EA	$_____	$_____
5.1.3	**26016-008-011** A price per transformer for performing tests as per paragraph 2.1.7.	85	EA	$_____	$_____
5.1.4	**26016-008-012** A price per test to perform Inhibitor Content Test ASTM D-2668 as per paragraph 2.1.8	50	EA	$_____	$_____
		Quantity	**Unit of Measure**	**Unit Price**	**Total Amount**

5.1.5 **26016-008-013**
A price per test to perform Furan Analysis Test ASTM D-5837 as per paragraph 2.1.8.
50 EA $_____ $_____

5.1.6 **26016-008-014**
A price per test to perform Degree of Polymerization Test ASTM D-4243 as per paragraph 2.1.8.
50 EA $_____ $_____

5.1.7 **26016-008-015**
A price per test to perform ICP Metals-In-Oil Test as per paragraph 2.1.8. 50 EA $_____ $_____

5.1.8 **26016-008-016**
A price per gallon to perform an initial Hot Oil Cleaning as per paragraph 2.1.11, this requires a minimum of ten (10) passes of the total nameplate gallons of the unit to be treated.
250 GA $_____ $_____

5.1.9 **26016-008-017**
A price to mobilize the oil processing rig. To include transporting the rig to and from the location of the transformer or transformers to be treated.
3 EA $_____ $_____

5.1.10 **26016-008-018**
A price per man-hour to include all tools, rental, transportation, usage, etc. to operate the oil processing rig.
25 HR $_____ $_____

Quantity	**Unit of Measure**	**Unit Price**	**Total Amount**

5.1.11 **26016-008-019**
A price per gallon to perform additional hot oil cleaning, if the oil requires further treatment beyond the first ten passes, as requested by the City, per paragraph 2.1.11. This requires a minimum of five (5) passes of the total nameplate gallons of the unit to be treated.

250 GA $_____ $_____

5.1.12 **26016-008-020**
A price for inhibitor, by weight, for post treatment adjustments as per 2.1.11.

50 LB $_____ $_____

5.1.13 **26016-008-021**
A price per gallon to furnish and add oil to a transformer during transformer testing and maintenance.

50 GA $_____ $_____

5.1.14 **26016-008-022**
A price per man-hour to include tools, transportation, etc., to perform all other necessary remedial actions, as per contractor recommendations in paragraph 2.1.2.

25 HR $_____ $_____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.15	**26016-008-023** A price per kit for random sampling of insulating oil by city personnel, for dissolved gas analysis as per ASTM D-3613. To include: 1 – glass syringe terminated with a luer lock fitting to which is attached a tree way cock, 1 – 24" length of clear poly (vinyl chloride) tubing sized to fit the syringe, 1 - container for shipping sample to the lab.				
		25	KT	$_____	$_____

5.1.16 Parts and materials to be used in repair Service:

5.1.16.1 **26016-028**
General Electric

STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures $1,000.00

5.1.16.2 **26016-029**
ITE

STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures $1,000.00

5.1.16.3 **26016-031**
ABB
STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures $1,000.00

5.1.16.4 **26016-032**
Standard

STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures $1,000.00

5.1.16.5 **26016-033**
Federal Pacific
STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures $1,000.00

5.1.16.6 **26016-034**
American Transformer

STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures $1,000.00

5.1.16.7 **26016-035**
Kuhlman

STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures **$1,000.00**

5.1.16.8 **26016-036**
Square – D

STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures **$1,000.00**

5.1.6.9 **26016-037**
Asea Brown Boveri

STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures **$1,000.00**

5.1.6.10 **26016-038**
RTE Corp.
STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures **$1,000.00**

5.1.6.11 **26016-039**
Westinghouse
STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures **$1,000.00**

5.1.6.12 **26016-040**
Golden Gate Switchgear
STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures **$1,000.00**

5.1.6.13 **26016-041**
Sprague – ECCOL

STATE DISCOUNT FROM MANUFACTURER'S CURRENT PUBLISHED PRICE LIST:_____%

STATE DATE OF PRICE LIST:_____

Estimated Expenditures **$1,000.00**

Extended Total Bid Amount
(Unit Price X Quantity for
all items plus estimated
expenditures for parts with
discount factored in)

GRAND TOTAL **$_____**

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.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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. This Invitation and Bid and any contract awarded hereunder shall include, without limitation, the Invitation and Bid, all addenda thereto issued by the Procurement Department and these Terms and Conditions of Bidding. 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 this 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. 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. **SPECIFICATIONS**. When a formal, numbered, specification is referred to in this Invitation and Bid, no deviation therefrom will be permitted 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 this 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.

3. **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, payment may be made on the basis of 50% of the price bid when such equipment is delivered on site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory testing and/or installation as required.

4. **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 is interested.

5. **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.

6. **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.

7. **PRICE INCREASES AND DISCOUNTS.** All articles must be delivered at the price(s) bid, FOB Destination Point. 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. Discounts offered for payment may be a factor in the awarding of bids only in the event of tie bids. (In the event of an absolute tie the award decision will be made in the best interest of the City as determined by the Procurement Commissioner in his/her sole discretion.) Discounts must be for a period of at least 15 days to be so considered. Discounts offered shall be assumed to be from gross price unless otherwise indicated.

8. **BID SECURITY**. Unless the bidder is properly covered 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 EST. CONTRACT	AMOUNT OF CERTIFIED CHECK
$ 25,000.00 or less	No Check Required
$ 25,000.01- $ 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, the Procurement Department shall refund, with the exception of the fee paid for participation in the City's Annual Master Bid Security program, the bid security except the bid security of the lowest responsive and responsible bidder. Upon return of the duly executed contract documents, required fees and the furnishing of any required bonds or other performance security by the lowest responsive and responsible bidder, its bid security will be refunded.

9. **PERFORMANCE SECURITY**. The City of Philadelphia requires performance security for contracts greater than $25,000. If the amount of the contract to be awarded is greater than $25,000 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.

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. 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. **RESPONSIVENESS.** Subject to the right of the Procurement Commissioner to waive nonresponsiveness as set forth below in this Section, these Terms and Conditions of Bidding and the specifications and requirements included in this Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of its 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 the specifications and requirements included in this 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 the specifications and requirements included in this Invitation and Bid is nonresponsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the nonresponsiveness is not material to the Invitation and Bid or that a waiver of the nonresponsiveness is otherwise permitted by this Invitation and Bid, by these Terms and Conditions of Bidding or by law. The Procurement Department's determination of nonresponsiveness shall be final and any bid rejected as nonresponsive shall not be eligible for contract award.

12. **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 this 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 sound 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 for 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.

13. **CONTRACTS**. Awards of contracts in amounts less than or equal to $25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than $25,000 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 Labor and Materials Bond, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
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. **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 insureds 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 insureds 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 or to limit the contractor's liability under this contract to the limits of the policies of insurance required to be maintained by the contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
- (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) All states endorsement

(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 (employee exclusion deleted); 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.

15. **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 bonds, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding, 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 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.

16. **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 this Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and the specifications and requirements contained in this Invitation and Bid. The successful bidder shall comply with all 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 this Invitation and Bid:

a. Failure by contractor to comply with any provision or Section of the contract, including the bid specifications contained in this Invitation and Bid and these Terms and Conditions of Bidding 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 this 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 agents or indictment or issuance of charges against contractor, its directors, employees or agents for any criminal offense or other violation of law (whether or not the offense or violation of law is ultimately adjudged to have occurred), where such criminal offense, violation, 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 this 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 13 above.
g. Any other act or omission identified in these Terms and Conditions of Bidding 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):

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 therefor. 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.

17. **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
$ 25, 000.00 or less	No Check Required
$ 25,000.01 to $ 100,000.00	$ 10.00
$ 100,000.01 to $ 300,000.00	$ 30.00
$ 300,000.01 to $ 500,000.00	$ 50.00
$ 500,000.01 to $ 1,000,000.00	$ 100.00
$ 1,000,000.01 to $ 2,000,000.00	$ 200.00
$ 2,000,000.01 to $ 3,000,000.00	$ 300.00
$ 3,000,000.01 to $ 4,000,000.00	$ 400.00
$ 4,000,000.01 to $ 5,000,000.00	$ 500.00
$ 5,000,000.01 or more	$ 600.00

Failure to submit the Bid Processing Fee may result in rejection of the bidder's bid. In addition, if a contract award is made pursuant to this Invitation and Bid, any unpaid bid processing fees owed by the successful bidder to the City must be paid prior to the City's release of any payments under the resulting contract.

18. **NONDISCRIMINATION**.
a. Any contract awarded pursuant to this Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, bidder 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 16 or otherwise available to the City at law or in equity.
b. In accordance with Chapter 17-400 of The Philadelphia Code, bidder 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, 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 16 or otherwise available to the City at law or in equity. Bidder 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. Bidder 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 16 or otherwise available to the City at law or in equity.

19. **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. 16-92 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. All City employees presented with gifts or gratuities as indicated in Executive Order 16-92 have been instructed to report these actions to the appropriate authorities. 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 10-102 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 §20-608.

20. **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 15 and/or Section 16..

21. **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 this Invitation and Bid.

22. **TAX REQUIREMENTS**. Any contractor, or vendor of goods, wares and merchandise, or purveyor of services, who bids on and is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled 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.

23. **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 this Invitation and Bid. The successful bidder, or other entity contracting with the City is referred to below as the "contractor".

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

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

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

24. **ASSIGNMENT**. The successful bidder shall not assign the contract resulting from this 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.

25. **MACBRIDE PRINCIPLES CERTIFICATION**. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the Macbride Principles. In furtherance of this Ordinance, bidder makes the following certification and representations:

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

b. In the performance of any contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have)

any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting contract.

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in 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 this 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 18 Pa.C.S. Section 4904.

BIDDER MUST SIGN BID on
Page 8 of 8 of Conditions of Bidding

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 (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 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 effected 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 $25,000, date and sign the bid here, with original signatures, in ink.

This _____day of_____200____

_____ _____
(Signature of Owner, Partner) **(Type or Print Name and Title)**

_____
(Business Name of Bidder)

_____ _____
(Address, including Zip Code) **(Telephone Number, including Area Code)**

If bid is by 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 _____200____

CORPORATE SEAL

_____
(Corporate or Business Name of Bidder)

_____ _____
(Address, including Zip Code) **(Telephone Number, including Area Code)**

_____ _____
(Signature of President or a 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

_____ _____
(Asst. City Solicitor) **(Acting Procurement Commissioner)**

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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

CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT

Public Information Unit

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **fee of $10.00** 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

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

PLEASE NOTE INCREASED FEE 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:

- ☐ 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

DO NOT SEND CASH

Revised 03/07

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

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

Janet Hagan
Acting Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids
Period of Coverage: July 1, 2006 – June 30, 2008

(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 $25,000 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 $25,000 up to $500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2006 to June 30, 2008**, complete the enclosed application and return it with a check for **$175.00.** Make the check payable to "**City of Philadelphia**". It is **non-refundable.** To clarify the precise use of the check, enter the words "**Bid Security Program**" **2006 – 2008** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

Telephone No: (___)_____Fax No: (___)_____

☐ A. Check payable to the City of Philadelphia in the amount of $175.00 for 7/1/06 to 6/30/08
(NO PERSONAL CHECKS)

Internal Use Only

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

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

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685
(215) 686-4750
FAX (215) 686-4728

JANET HAGAN
Acting Procurement Commissioner

December 1, 2006

Dear Vendor:

Effective **February 1, 2007**, the City of Philadelphia, Procurement Department, will be implementing the following change regarding vendors' Bid Security Checks.

Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors original bid security checks will no longer be returned. Instead, the City will issue a check to those vendors, in the amount of the security deposit, after the contract award and/or contract conformance.

The City of Philadelphia will continue to enroll interested Service, Supplies and Equipment vendors in the Master Bid Security Program. To participate in the program, vendors can obtain an application by going to www.phila.gov/bids and clicking on July 1, 2006 to June 30, 2008 under Master Bid Security.

Sincerely,

Janet Hagan
Acting Procurement Commissioner

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

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

Vincent Jannetti
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

OFFICE OF THE DIRECTOR OF FINANCE
Room 1330 Municipal Services Building
1401 John F. Kennedy Boulevard
Philadelphia, PA 19102-1693

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's 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.

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 new system, please e-mail us using the question and comment field provided on the site.

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

Sincerely,

Vincent J. Jannetti
Acting Director of Finance